CITY COUNCIL MEETING AGENDA

Wednesday, March 18, 2026 **City Council Chambers**
7:00 p.m. **Halstead City Hall**

CALL TO ORDER

- **A. AGENDA CHANGES/APPROVAL OF AGENDA**
- **B. PUBLIC FORUM**
- **C. CONSENT AGENDA**
  1. Minutes of February 25, 2026 City Council Meeting
  2. Minutes of February 27, 2026 City Council Work Session
  3. Minutes of March 14, 2026 City Council Work Session
  4. Ordinance No. 2026-AP-05/06: Bills and Payroll from February 26 – March 18, 2026
  5. Treasurer's Report – February
- **D. PUBLIC HEARING**
- **E. UNFINISHED BUSINESS**
- **F. NEW BUSINESS**
  1. 2026 DRAGON Grant application review
  2. Financial Advisor Agreement – Proposed 2026-A GO Bonds
  3. Lease Agreement – 503 Industrial Rd
- **G. EXECUTIVE SESSION**
- **H. REPORTS**
  1. Governing Body Comments
  2. City Manager
  3. Financial

ADJOURNMENT

NOTICE

Agendas may be subject to change upon action of or at the discretion of a majority of the governing body.

For those who cannot attend a meeting in person but wish to provide comment to the Governing Body, those comments can be emailed to cityclerk@halsteadks.gov. Comments received before 5:00 PM on the day of a meeting will be shared with the governing body during that night's meeting during public forum. ***Anonymous comments that are sent or received will not be shared.***

Meetings are also live streamed via the city's YouTube channel and Cox Cable channel 7.

CITY COUNCIL AGENDA REPORT

Meeting Date:	March 18, 2026
City Department:	Administration and Finance
Prepared By:	Julie Wait, City Clerk
Agenda Title:	Consent Agenda

RECOMMENDED ACTION

Motion to approve the Consent Agenda for March 18, 2026, as presented.

CONSIDERATIONS/ANALYSIS

Items in the February 25, 2026 Consent Agenda include:

- Minutes of February 25, 2026 City Council Meeting.
- Minutes of February 27, 2026 City Council Work Session.
- Minutes of March 14, 2026 City Council Work Session.
- Ordinance No. 2026-AP-05/06 which includes bills & payroll from February 26-March 18, 2026.
- Treasurer's Report – February

Items of note in the bills and payroll February 26 – March 18, 2026 are as follows:

- Check #123779 in the amount of $23,810.86 to Halstead Bank for repayment 1 of 24 for the 2025 fire pumper truck.
- Check #123782 in the amount of $6,179.38 to Harrell's LLC for chemicals.
- Check #123783 in the amount of $8,171.70 to Heartland Environmental Distributors, Inc for Weed Easy and Bromacil.
- Check #123760 in the amount of $5,342.18 to State Industrial Products for weed killer.

FISCAL IMPACT/FUNDING SOURCE

Total dollar amount of checks being approved is $112,527.89, wires in the total amount of $247.363.62, direct deposits in the amount of $0.00, and total net payroll in the amount of $101.107.70. These expenses are split amongst multiple funds in the budget and costs from the current 2026 fiscal years.

Department Head Approval Date: 03/13/2026 City Attorney Approval Date:
City Manager Approval Date: 03/13/2026

Attachments (*listed as included in packet*):

1. Minutes of the February 25, 2026 City Council Meeting.
2. Minutes of the February 27, 2026 City Council Work Session
3. Minutes of the March 14, 2026 City Council Work Session will be provided at the meeting.
4. Ordinance No. 2026-AP-05/06 which includes bills & payroll from February 26 – March 18, 2026.
5. Treasurer's Report – February

Halstead City Council Meeting **Council Room, City Hall**
February 25, 2026 **7:00 p.m.**

CALL TO ORDER

Mayor Faelber called the meeting to order at 7:00 p.m. The City Council meeting was streamed live on YouTube, HalsteadKS.gov, and Cox Channel 7.

CITY COUNCIL MEMBERS PRESENT

George Torres, Shawna Will, James VanSchaick, and Roger Keating; a quorum was declared present. Charlie Robinson was absent.

CITY OF HALSTEAD STAFF PRESENT

City Manager Ethan Reimer, City Attorney Brad Jantz, City Superintendent Pat Adams, Police Chief Josh Orem, and City Clerk Julie Wait.

OTHERS PRESENT

- Mallorie Coffman – Chair of the Harvey County Breastfeeding Coalition
- Bill Bush – *Harvey County Now.*
- Eddie Weber, Betty Smith, Alora Finch, Ron Dick, Bob McDowell, Joyce McDowell, Wayne Huxman, Alan Weber, Richard Edwards, Diane Henderson, and Kevin Henderson.

AGENDA CHANGES

None.

PUBLIC FORUM

Mayor Faelber opened the public forum at 7:01 p.m.

Betty Smith, Halstead resident, addressed the Governing Body stating she hoped they follow the recommendation from the Planning and Zoning Commission and put a five-year moratorium in place for Data Centers and Cryptocurrency Mining.

Kevin Henderson, Halstead resident, addressed the Governing Body and expressed that he would support the Council if they followed what the Planning and Zoning Commission had recommended for a moratorium. He said the moratorium would give the Commission more time to do research as he had done himself.

Hearing no further requests for public comment, Mayor Faelber closed the public forum at 7:04 p.m.

CONSENT AGENDA

The following items were included in the February 25, 2026 Consent Agenda:

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- Minutes from February 11, 2026 City Council Meeting.
- Ordinance No. 2026-AP-04 which includes bills & payroll from February 12 – 25, 2026.
- Treasurer's Report – January.
- Halstead Community Foundation – Statement of Activity for Parks & WWGC Improvement Funds.

MOTION by Torres to approve the Consent Agenda for February 25, 2026 as submitted.
SECOND by Keating
CARRIED 4-0

PUBLIC HEARING
None.

UNFINISHED BUSINESS
None.

NEW BUSINESS

1. **Presentation from Harvey County Breastfeeding Support/Health Harvey Coalition**
Mallorie Coffman, Chair of the Harvey County Breastfeeding Coalition, approached the Governing Body to share that the Coalitions vision was to create a thriving community to support new and expecting families across the County. The 2023 – 2026 Harvey County Community Health Needs Assessment identified birth outcomes as one of the County's health priorities due to Harvey County having a dramatically high infant mortality rate. Breastfeeding duration was an important protective factor, and the project was meant to encourage longer adoption of breastfeeding and the reduction of public objections. A study published in the Journal of Pediatrics revealed that 60% of mothers stopped breastfeeding sooner than planned due to external barriers, including access to community and family support. To lessen these barriers the Harvey County Breastfeeding Coalition had applied for a Networked Community Solution Grant to build access and awareness of breastfeeding resources in Harvey County to increase the health and wellness of infants, mothers, and families. She added that the project was supported by the Healthy Harvey Coalition, NMC Health, and the Harvey County Health Department. The Coalition had contracted with Scorpius Industries, out of Hesston, to fabricate two benches which included one standard canopied bench and one canopied breastfeeding bench. The breastfeeding bench would include a short seating area adjacent to a standing diaper changing station. Coffman shared that the benches were currently being sent for powder coating and then should be ready for installation. Signage would be included which would have two QR codes, one listing a local breastfeeding resources directory and the other a link to the breastfeeding friendly spaces in Harvey County. She expressed gratitude towards City Manager Reimer, Director Williams, and the Governing Body for their support during the project. April 1st was the deadline to finish out the grant and the hope was to have the benches installed during the month of March. Councilmember Torres noted the location was in Scout Park in the southwest corner near the jungle gym and with the presence of moms and kiddos he felt it would get used a lot and Superintendent Adams added the 2nd bench would be placed in the northwest corner of that same area. Councilmember Keating asked Coffman what the canopy was made out of, and she responded it was a metal canopy while the seating and changing tables were made up of composite wood. Councilmember Keating said he thought it was great and a comfortable shaded place out of the sun which would get used a lot in that specific location. Councilmember VanSchaick stated he had seen a similar project because his niece oversaw a similar type of program in the Houston area, and he thought it was kind of cool to have it in Halstead as well and he thanked Coffman for her presentation and work on the project.

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2. **Developer Request – Southwest 10th Street and Sanitary Sewer Requirements**
Alan and Eddie Weber stated their request was for approval of an on-site sewer disposal on lot six, zone one for a single-family residence in the Williams Second Edition. They provided a preliminary plat map from Garber Surveying, a preliminary cost estimate, and an overall site plan from Harlen Foraker with Certified Engineering. The overall site plan shows a sewer line installed starting on the west end of Leslie Lane at a depth of 16' going south to 10th Street and then west down 10th Street on the south side towards Halstead Road. The preliminary cost estimate shows it would cost roughly $88,000 per lot for the six lots in the preliminary plat which would total an estimated $529,000 cost. The Weber's did not feel that this was a cost-effective plan for the development of the six lots and if they were to be approved for an on-site sewage disposal system it would be designed to be compliant with all local, county, and environmental health standards. There was a family patiently waiting to build a home in the new development and that home would still be supplied with City water and gas but would have a septic system that would be more affordable. Councilmember VanSchaick asked for clarification on the location and Weber's responded it was directly to the west of Williams Park. Councilmember Keating inquired if the City had ever looked at putting a sewer lift out there and City Manager Reimer explained that would cost somewhere close to another half a million dollars and what was included in the overall site plan was for gravity fed sewer. Councilmember VanSchaick also lived on the west side of town near Halstead Road and he indicated that he and all the surrounding properties currently had standard septic systems due to that very issue and Superintendent Adams confirmed that if VanSchaick had put in a gravity fed sewer it would have had to of been nearly 5' above the ground. City Manager Reimer explained that in the new development it would be possible to do gravity fed sewer and keep it all underground and by allowing the first house to put in on-site sewer disposal that they were then setting a precedent for future development to the west in the preliminary plat to be allowed to do the same. This would be due to every lot you took out of it would make the benefit that much more expensive for the remaining five lots. He added that previous Governing Body's did not want any more septic systems so if that was going to be a policy change it needed to come from the current Governing Body members. City Manager Reimer added that there were other options, historically the City's approach to a housing development was for the City to pay for the water and gas infrastructure to be installed and then benefit districts were responsible for any street and sewer improvements but the Governing Body could work out a development agreement to allow for the City to absorb part of the cost to incentivize public sewer. The Governing Body could also authorize septic systems within because it was allowable under city code. Councilmember VanSchaick inquired if there would be a certain amount of space required for septic systems and Weber's responded that they had met with Karen Rothe at Harvey County who assisted them with placement to be in compliance with setbacks and expansion requirements regulated by the State of Kansas. Councilmember Torres voiced that there were several nuances to this request and that he would like to schedule a Work Session to allow more time for discussion amongst the Governing Body and to include the developers.

MOTION by Torres to set a Work Session for February 27, 2026 at 2:00 p.m.
SECOND by Keating
CARRIED 4-0

2. **Planning Commission Recommendation Regarding Data Centers/Crypto Currency Mining**
    a. **Resolution No. 2026-02 – Data Center/Crypto Currency Mining Moratorium**

Councilmember VanSchaick expressed that the reason he didn't feel comfortable adopting a moratorium during a previous City Council meeting was because there wasn't anything drafted specifically for Halstead but now that they did, he felt a lot better about putting it in place.

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Councilmember Keating agreed noting it was good to have some legalese and something that defines what it being discussed instead of making it up on the fly. Mayor Faelber noted the big thing the Planning and Zoning Commission had been concerned about was being boxed in on a time schedule and five years gave them more than enough time to come up with code for this. Councilmember Keating added that he was in agreement with members of the public that had spoken and that because both items were so new and had a lot of issues associated with them that he felt those building them were trying to get them snuck in before regulations could be put in place and the moratorium would allow a pause to get things established. Councilmember Torres agreed that lines were being drawn for sure because municipalities such as Halstead were simply trying to slow it down but some lawmakers were attempting to preemptively block municipalities from blocking these items. Councilmember Will said she appreciated the time to have people look int it so the Governing Body could move forward with as much information as possible.

MOTION by Torres to approve Resolution No. 2026-02, a resolution providing for a five-year (5) moratorium on the development or processing of permits or special use applications related to data centers and related activities within the Halstead City limits.
SECOND by VanSchaick
CARRIED 4-0

4. **Ordinance No. 1349 – Amending Risk Management Fund Ordinance No. 1345**
   Ordinance No. 1349 would update what was originally Ordinance No. 1345, this was being done due to a clerical error where Ordinance No. 1345 was used twice. 1349 would become the new and standalone number for the ordinance that established the risk management fund for the City.

MOTION by Torres to approve Ordinance No. 1349, an ordinance creating a non-budgeted fiscal fund titled the Risk Management Reserve Fund to provide resources for the Risk Management needs of the City.
SECOND by VanSchaick
CARRIED 4-0

5. **Ordinance No. 1357 – Changing Regular City Council Meeting Days/Time**
   City Manager Reimer reported that Ordinance No. 1357 would repeal Ordinance No. 1355 which was passed by the Governing Body at the end of January which amended Chapter 1, Article 2, Section 1-203 of Halstead city code regarding the regular meeting day and time of the Governing Body and instead of the second and fourth Wednesdays meetings would now be held on the first and third Wednesdays per Ordinance No. 1357. In looking at the calendar and the publication date for the ordinance it would not be published in time to not hold a meeting on March 11th and then per the new ordinance a meeting would then again be held on the 18th and from staff perspective a one-week turnaround typically would not call for much business for the agenda. Staff would suggest either cancelling either the March 11th or the March 18th meeting and he reminded the Governing Body that Attorney Jantz could not be in attendance for the March 11th meeting.

MOTION by Torres to approve Ordinance No. 1357, an ordinance repealing Ordinance No. 1355 and amending Chapter 1, Article 2, Section 1-203 of the Halstead City Code regarding the regular meeting day and time of the Halstead Governing Body.
SECOND by Keating
CARRIED 4-0

MOTION by Torres to cancel the meeting to be held on March 11, 2026 and for the next regular meeting to be held on March 18, 2026 at 7:00 p.m.
SECOND by Keating
CARRIED 4-0

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REPORTS

1. **Governing Body Comments**
   - Councilmember Torres said he had seen his first mosquito of the year earlier that day when he was sitting outside with his dog in the yard, and he looked down to find it sucking on his arm. He also said he would like to see a waste receptacle station at Riverside Park for dogwalkers.
   - Councilmember Will pointed out that there was a lot of exciting stuff going on in the schools and she encouraged people to come cheer on the girls at home on Friday night for the first round of Sub-State along with the boys at Caney Valley on Thursday. On Tuesday night a banner was hung honoring the debate team's accomplishments and the powerlifters were also out there doing awesome things. She added that the students were working hard preparing for the school musical, "Oklahoma", that would take place in the brand-new auditorium, and she encouraged everyone to mark their calendars for March 27 – 28, 2026. She concluded that she was proud of the students in the classroom, on the courts, and in the community and that they are part of what makes her love Halstead so much. Councilmember Will also wanted to give a shoutout to Councilmember Robinson and let him know he was missed because he had been unable to do his crosswalk duties and different things he really enjoys and loves to do
   - Councilmember VanSchaick said he would just reinforce the comments about the activities made by Councilmember Will.
   - Councilmember Keating with springtime approaching and the weather getting ready to change that it was a good time to clean out branches and debris from the slough because it didn't take much for a heavy rain and a lot of debris to block that up and flood nearby properties.
   - Mayor Faelber also expressed his hope for Charlie Robinson to get better soon.
   - Mayor Faelber issued and signed the Severe Weather Awareness Proclamation, proclaiming March 2 – 6, 2026 as Severe Weather Awareness Week in Halstead, KS.
2. **City Manager Report**
   - A lot of time had been spent working on getting the preliminary concept and pre-app ready for the Transportation Alternatives Grant related to Oswald Lehman Park.
   - Also staff were working on the preliminary documentation that is needed to submit to the U.S. Department of Transportation for the Safe Streets for all Grant.
   - Continue working with the prospective tenant for the Industrial Park Speculative Building.
   - Staff received information regarding 1 of 2 permits in the amount of $6,000 that was due to BNSF for the North Street project, the second was anticipated to be approximately the same.
   - The contractor is anticipated to start the 6th Street sidewalk work near the Housing Authority in March.
3. **Financial Report**
   - January's financials have now been reconciled with the City Treasurer and City Clerk's office and it is hard to believe we are already a month into a new fiscal year.
   - As it is early, nothing really stands out there weren't already observed and noted trends to you all. The General Fund continues to be in an unfavorable cash position compared to the previous second year, right now by approximately $300,000. The second fund in an unfavorable status is the Water Fund, which is down about $100,000 but this was planned with some additional year end transfers to reserves and the General Fund. I am happy to report that the Gas Fund which looked to be unfavorable most of the previous year has finally stabilized as we have now balanced additional payments on the utility loan with ongoing payments.
   - One of the biggest outliers for this early in the year is that the city did receive delinquent property tax revenues associated with the sale of the former Halstead Hospital and Clinic properties, although it is important to remember that these revenues are funds the city should

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have been receiving and are only a one-time revenue. These taxes are proportionally divided amongst the various tax funds within the city's budget, including the library according to the respective mill levies that were in place during the delinquent years.

- The City's capital funds also sit at expected balances, with just over $800,000 in the city equipment fund and just over $1.1 million in the capital improvement fund.
- The city started the fiscal year favorable to our original projections by about $225,000 which helped give us a solid foundation for this fiscal year.
- Mayor Faelber inquired about when the utility loan would be paid off and City Manager Reimer responded it was scheduled to be paid off in the beginning of 2029 if the City continued with its current payments.

ADJOURNMENT
MOTION by Torres to adjourn at 7:49 p.m.
SECOND by Keating
CARRIED 4-0

Respectfully Submitted,

Julie L. Wait, City Clerk

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Halstead City Council Work Session **Council Room, City Hall**
February 27, 2026 **2:00 p.m.**

CALL TO ORDER

Mayor Faelber called the work session to order at 2:02 p.m.

COUNCIL MEMBERS PRESENT

George Torres, James VanSchaick, Roger Keating; a quorum was present. Charlie Robinson and Shawna Will were absent.

CITY OF HALSTEAD STAFF PRESENT

City Manager Ethan Reimer, Public Works Superintendent Pat Adams, and Police Chief Josh Orem.

OTHERS PRESENT

- Alan Weber and Eddie Weber.

WORK SESSION

City staff and the Governing Body discussed the following:

- Developer Request Regarding Sanitary Sewer Improvements.

No formal or binding actions were taken during the work session.

ADJOURNMENT

Mayor Faelber adjourned the meeting at 2:46 p.m.

Respectfully submitted,

Julie L. Wait, City Clerk

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CITY OF HALSTEAD

Ordinance No. 2026 - AP - 05/06

Check No. 123584 thru Check No. 123798 in the total amount of $ 112,527.89

Wires in the total amount of $ 247,263.62

Direct Deposits in the total amount of $ 0.00

and total net payroll(s) in the amount of $ 101,107.70
are approved for payment.

Roger Keating	Charles Robinson
George Torres	Gary Faelber
James VanSchaick	Shawna Will

Date: 03/18/2026

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 2/26/2026 **Ending Date:** 3/18/2026

City of Halstead

Vendor	Vendor Amount
360 DOCUMENT SOLUTIONS LLC	$189.27
ADRIAN & PANKRATZ, P.A.	$1,083.34
ADVANCE INSURANCE COMPANY OF KANSAS	$236.55
AG SPRAY EQUIPMENT	$585.43
BOUND TREE MEDICAL,LLC	$405.98
BRICK STREET HARDWARE	$2,013.23
CITY BEVERAGE	$871.65
CITY OF HALSTEAD	$2,922.81
CITY OF HALSTEAD	$4,291.90
CITY OF NEWTON	$6,059.82
CLEARENT	$50.45
CLOVER	$184.34
COLONIAL LIFE INS.	$450.42
CONKLIN CARS NEWTON	$351.00
COX COMMUNICATIONS	$223.25
CYPRESS FACILITY SERVICES	$325.00
D C & B SUPPLY INC	$712.72
DIGITAL OFFICE SYSTEMS	$160.40
EVERGY	$9,647.09
FARMERS COOPERATIVE ELEVATOR	$2,308.25
GALL'S LLC	$115.23
GOERING HARDWARE	$272.47
GRAINGER	$477.45
HALLS CULLIGAN WATER	$16.00
HALSTEAD BANK	$23,810.86
HALSTEAD MARKET	$50.51
HALSTEAD TIRE, LLC	$45.58
HARRELL'S LLC	$6,179.38
HEARTLAND ENVIROMENTAL DISTRIBUTORS, INC	$8,171.70
HEARTSPRING	$491.03
HENRY SCHEIN, INC.	$1,295.75
HOMETOWN GRANTS	$3,000.00
HV CO ECO/DEVELOPMENT COUNCIL	$1,575.00
HV CO ROAD & BRIDGE	$219.36

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 2/26/2026 **Ending Date:** 3/18/2026 **City of Halstead**

Vendor	Vendor Amount
HV CO SHERIFF'S DEPARTMENT	$35.00
IDEATEK TELCOM, LLC	$1,236.16
IMAGINE IT	$589.80
IRS	$28,745.18
KANSAS ONE-CALL SYSTEM, INC.	$54.53
KANSAS PUBLISHING VENTURES, LLC	$264.00
KIRK FLESHER WINDOW CLEANING	$200.00
KMGA-GAS SUPPLY OPERATING FUND	$129,640.00
KPERS	$7,803.55
KPERS	$15,391.14
KPERS OPTIONAL LIFE	$161.64
KS DEPARTMENT OF REVENUE-ACH	$3,716.91
KS DEPARTMENT OF REVENUE-GOLF	$312.36
KS PAYMENT CENTER	$637.86
KS STATE TREASURER	$53,015.63
KS WITHHOLDING	$5,211.10
LDF COMPANY	$531.30
LEAGUE OF KS MUNICIPALITIES	$25.00
LOYAL AMERICAN LIFE INS CO	$80.96
MIDWEST SINGLE SOURCE	$22.75
MISSIONSQUARE - 303013	$393.54
MUTUAL OF OMAHA	$417.73
NAVRAT'S	$126.50
NISLY BROTHERS TRASH SERVICES, INC.	$12,123.70
PAYMENT SERVICE NETWORK	$64.95
PENNY WAMBOLD	$180.12
PWWSD #17	$5,144.91
R & R PRODUCTS, INC.	$67.93
SAFETY-KLEEN CORPORATION	$216.50
SALINA SUPPLY CO	$268.93
SAM'S CLUB/GECF	$113.88
SIGNA PAY	$33.77
SITEONE LANDSCAPE SUPPLY, LLC	$324.31
STATE INDUSTRIAL PRODUCTS	$5,342.18

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 2/26/2026 **Ending Date:** 3/18/2026 **City of Halstead**

Vendor	Vendor Amount
STREAMLINE PAYMENTS	$219.96
TASC/ACH FLEX ACCOUNT	$2,598.76
UTILITY SAFETY AND DESIGN INC.	$1,370.00
VAN-WALL EQUIPMENT	$94.28
VERIZON WIRELESS SERVICES	$474.02
VISA - CITY MAIN	$668.38
VISA - EMS DEPT	$250.00
VISA - POLICE DEPARTMENT	$1,470.68
VISA - WEDGEWOOD	$152.89
VISION CARE DIRECT	$555.50
WHEN TO WORK INC.	$475.00
WICHITA STATE UNIVERSITY	$175.00
Grand Total :	**$359,791.51**

City of Halstead, Kansas
Composition of Ending Cash and Investment Balances
February 28, 2026

CASH

		$ 6,606,287.57
Halstead Bank Statement Balance	$ 6,192,084.88	
Add: Outstanding deposits	$ 11,252.28	
Less: Outstanding checks and wires	$ (28,611.42)	
KPERS City books 10,634.16 Bank 10,586.04	$ (48.12)	
Total Cash	**$ 6,174,677.62**	

INVESTMENTS

General Fund - Idle Funds CD at The Halstead Bank	$ 372,014.19
Cemetery Perpetual Care Fund CD at Central National Bank	$ 59,595.76
Total Investments	**$ 431,609.95**
Total Reconciled Cash and Investments	**$ 6,606,287.57**

GENERAL OBLIGATION (G.O.) BOND LIABILITIES & TEMPORARY NOTES

G. O. Refunding Bonds, Series 2012, Retirement 10/01/2029 *(Industrial Park/Cedar Mdws/Flood Control/Golf Irrig/Swim Pool)*	$ 410,000.00
G. O. Refunding Bonds, Series 2016, Retirement 10/01/2030 *(Refund of Series 2010 Bond)*	$ 560,000.00
G. O. Bonds, Series 2018, Retirement 09/01/2033 *(Cedar Meadows 2nd Improvements - 1400 Block Main St)*	$ 135,000.00
G. O. Bonds Temporary Note, Series 2023, Retirement 12/01/2026 *(Cedar Meadows 2nd Improvements - Main/Stutzman)*	$ 2,050,000.00
G. O. Taxable Bonds, Series 2023, Retirement 10/01/2038 *(Purchase of Thibault Property)*	$ 675,000.00
Total G.O. Bond Liabilities	$ 3,830,000.00

OTHER DEBT LIABILITIES

KDHE State Revolving Loan Fund, Retirement 03/01/2028 *(Wastewater Treatment Plant Upgrades 2007)*	$ -
City Utility Low-Interest Loan Program, Retirement 03/01/2031 (principal pd req 01/31/23) *(Gas Costs due to Winter Storm Uri Feb 2021)*	$ 710,964.76
Total Other Debt Liabilities	$ 710,964.76
Total G.O. Bond and Debt Liabilities	**$ 4,540,964.76**

By: _____
Jan Smith, City Treasurer

City of Halstead
Reconciling Items
Month End 02/28/2026

Outstanding Deposits

City	$	5,272.84
Cr/Db Card	$	4,143.40
PSN	$	1,836.04
Total Deposits =	$	11,252.28

Outstanding Checks

Type	Check Number		Amount
Jan '26 Payable	123649	$	225.21
Jan '26 Payable	123629	$	120.00
Feb '26 Payable	600013-123734	$	28,266.21
Total Outstanding Checks and Wires =		$	28,611.42

City of Halstead
Bank Reconciliation
Month End February 28, 2026

			Total Composition of Cash per CIC
Bank Reconciliation			
			$6,606,287.57
Checking account balance per bank		$6,192,084.88	
Add: Outstanding deposits	Attached	$11,252.28	
Less: Outstanding checks and wires	Attached	-$28,611.42	
KPERS City books 10,634.16 Bank 10,586.04		-$48.12	
Checking account per city books (CIC Report)		$6,174,677.62	
Investments			
Cemetery Perpetual Care CD at Central National Bank		$59,595.76	
Idle Funds CD at The Halstead Bank		$372,014.19	
Total Investments		$431,609.95	
Total of all Cash & Investments		$6,606,287.57	$6,606,287.57

AGENDA ITEM: F1

CITY COUNCIL AGENDA REPORT

Meeting Date:	March 18, 2026
City Department:	Community Betterment
Prepared By:	Julie Wait, City Clerk
Agenda Title:	DRAGON Grant application reviews

RECOMMENDED ACTION (***separate motions for each grant award would be appropriate)***
Motion to approve DRAGON Grant to *business name* for an amount not to exceed *$XX,XXX.*

BACKGROUND
The city began the Downtown Revitalization and Growth of New Business (DRAGON) Grant program in 2018. The purpose of these grants is to aid existing or new businesses in the downtown area in terms of addressing building issues, combating blight, improving façade appearance or sidewalks, and help with stability and growth of new businesses. To date the city has awarded $283,705.88 in DRAGON grants to 24 businesses or organizations in downtown Halstead or the approved DRAGON grant area.

CONSIDERATIONS/ANALYSIS
According to the updated DRAGON Grant guidelines adopted in 2020, the city considers all pending or submitted DRAGON Grants that have passed initial staff review for eligibility during the first meeting in March. Three (3) new applications for 2026 were received, all meeting the criteria to be considered. Initial staff review indicates that the projects being brought forward would meet the requirements of the program concerning proposed work, some type of investment or in-kind work or labor from the applicant, and the business/property owners have signed the personal guarantees. The applications for the proposed projects and any substantiating documentation provided are included as attachments to this memo for Council review and consideration. The Governing Body has the option to fully fund, partially fund, or deny funding to any application as they might feel appropriate. The DRAGON Grant guidelines stipulate that projects that address structural issues or repairs, façade improvements, sidewalks, or other potential building code related issues should receive preference over other types of eligible projects such as general remodel or business start-up expenses. The application from Halstead Tire is for equipment purchases intended to support and grow the business. The Halstead Historical Society also submitted an application; however, it should be noted that the organization receives an annual budgeted allocation from the City.

FISCAL IMPACT/FUNDING SOURCE
The total dollar amount allocated for DRAGON Grants in 2026 is $20,000. Funds come from the General Fund's Community Betterment budget. If all DRAGON Grant applications were funded at the level requested by the applicants ($30,000), the requested funding would exceed the available budget by $10,000.

Department Head Review Date: 03/13/2026 City Attorney Review Date:
City Manager Review Date: 03/13/2026
Attachments (*listed as included in packet*):

1. Updated DRAGON Grant guidelines and map
2. Halstead Historical Society DRAGON Grant Application
3. Halstead Tire DRAGON Grant Application
4. Studio MB DRAGON Grant Application

City of Halstead

Downtown **R**evitalization **A**nd **G**rowth **O**f **N**ew Businesses Grant Program (DRAGON Grant Program)

Adopted by City Council on September 11, 2017
Updated by City Council on December 26, 2017
Updated by City Council on December 28, 2020

The City of Halstead (City) hereby establishes the Downtown Revitalization and Growth of New Businesses (DRAGON) Grant Program to support business development in the City of Halstead, KS. Funds for the program will be provided by the City for a period of five (5) years. At the completion of five years the City will conduct a review of the program and present the results to the City Council for consideration to continue the program in subsequent budget years.

The purpose of the DRAGON program is the provide assistance to businesses through grants that will support improvements that result in stability or growth for existing businesses, help with the launch of new businesses downtown, or help combat blight or code issues in the downtown business district. The City recognizes the value of the businesses located in Halstead and the impact they have on the community. Grants under the DRAGON program will be provided to those projects that have the greatest value and preference will be given to currently operating or start-up businesses as well as projects that show personal financial investment from the applicant. **Downtown buildings that are vacant or are currently not-in-use *are* eligible for the program except for buildings primarily used for storage purposes.**

Section I. Applicant Eligibility

1. Existing or new business ***(new businesses require business plan submission)***
2. Property owner, lessor, or lessee of properties in the downtown zoned business or light industrial districts ***(see attached Exhibit "A" map of eligible area)***
3. Located within the City of Halstead city limits and generally in the downtown area
4. Business location must be primarily for business purposes or store front only, not apartment/residential or storage units
5. Business must be current on all state, county, and local taxes and City utility services ***(applicant will be asked to provide proof)***
6. Business will only be eligible for one grant every two (2) years, and will not be eligible for subsequent grants if noncompliant with grant terms or default on an awarded grant

Section II. Use of Grant Funds **(*in order of preference*)**

1. Improvements to the façade, awning, glass/windows, frontage, sidewalk, or streetscape
2. Improvements or repairs that would correct code or structural issues with the property
3. Interior renovation/remodel costs
4. Acquisition of machinery and/or equipment ***(requires pre-approval from City)***
5. Business start-up costs ***(requires pre-approval from City, and business plan)***

Section III. Prohibited use of Grant Funds

1) Purchase of real estate or land
2) Paying off or refinancing debt
3) Working or reserve capital or cash
4) Salaries or payroll expenses
5) Payment of any taxes or utilities
6) Demolition

Section IV. Application Requirements/Process

(Assistance from City staff on application will be given as needed)

1. Application must be submitted to the City and will be reviewed and evaluated by the City Manager and/or other City staff within 30 days of application. Applications will be evaluated as they are received by City Staff. Applicants may be contacted for additional or missing application information as needed. Incomplete applications will not be forwarded to the City Council for consideration. ***(Pages 4-6 are actual application)***
2. Applications will be pending until the next available review date for DRAGON grant awards by the City Council as outlined in Section V.
3. Applications that provide estimates of the scope of work or documentation that project is ready to be started in a timely manner *shall* be given preference.
4. Applicant must provide details of the project and specific use of grant funds. Preference *shall* be given to applications which show matching or concurrent funds being expended or leveraged by the property owner or business for the project.
5. Applicant must provide evidence that all taxes and utilities are current for business or property ***(includes Sales Tax).***
6. Applicant must agree to participate in media coverage, marketing, and promotion of the program, including potential signage, and provide or allow City staff to take before and after photos of the project for documentation.

Section V. Award Process

1. Initial grant awards for the current budget year will be awarded during the first regular City Council meeting in March of that fiscal year. If money remains in the program budget following that meeting, grants may be awarded as applications are approved by the City Council on a case-by-case basis for the remainder of the year.
2. All grants will be presented in front of the City Council for approval by majority vote, award decisions are final and not eligible for appeal.
3. Applicants receiving awards must be able to provide a W-9 form in order to receive funds and sign a personal and performance guarantee for awarded funds.
4. Building permits must be pulled for all applicable work and all contractors must be registered contractors with the City of Halstead. Applicants may perform the work themselves if they are also registered contractors with the City. Any applicable work must be done to current city code and be inspected by the city's building inspector. ***(city will waive the building permit fees but not the applicable inspection fees)***
5. Project must begin no more than 60 days from award of funds and must be completed within 120 days of award, unless prior extension is approved by the City Manager.

Section VI. Compliance

1. City Manager or their designee will follow up with award recipients to ensure that funds are used for the defined purpose and that all program requirements are met.
2. Recipient will provide all documentation required under the program, including bids/quotes, receipts, invoices and financial documentation of completion.
3. All facility improvement and signage projects require inspection/approval by City.
4. All proceeds from the DRAGON program must be used in the manner outlined on the application within the timeline specified.
5. Existing businesses must remain in operation in the location specified in the application for a minimum of one (1) year from the date of the award or in the case of new businesses must be open within one (1) year from the date of the award.
6. Any funds not spent as approved, in the time designated, will be repaid to the City within 30 days.
7. Any recipient who fails to meet these compliance requirements will be required to repay the grant amount in full to the City within six (6) months of notification of non-compliance.

Section VII. Funding

1. The City will budget for $40,000.00 per year for grants and operation of the DRAGON program
2. The minimum grant amount per recipient will be $1,000.00
3. The maximum grant amount per recipient will be $10,000.00
4. Total number of grants awarded per year will be determined based on availability of funds budgeted for the program and total number of eligible applications. Availability of grant funds are subject to changes based on City Council directives or decisions and any budgetary constraints of the City.

The City of Halstead Downtown Revitalization and Growth of New Businesses (DRAGON) Grant Program is available to all eligible business applicants regardless of race, age, gender, religious or sexual preference. Awards will be based on the value of the investment to the business and the City, the ability of the applicant to move forward with the proposed project in a timely manner, the ability of the applicant to repay the funds to the City in the event of noncompliance and the availability of funds.

The Remainder of this Page is Intentionally Left Blank

City of Halstead DRAGON Grant Program Application

Business name: _____

Address:_____ City: _____ State:_____ Zip:_____

Phone:_____ Email: _____ Website :_____

Contact Person with phone number for application: _____

Project Address: _____

Business Ownership: Private _____ Public _____

Year business was established (if existing business): _ _____

Amount of grant funds being requested: _____

1. Does/will the applicant own or currently lease the project location's property?

   Own _____ Lease _____

   If leased, please indicate the landlord/owner and provide a letter of support for the project.

   If leased, please indicate the lease term for the property.

2. Why are grant funds necessary for the proposed project to succeed financially or be completed?

3. Describe the activity to be undertaken, the facility's use, and product or services provided to residents of the City of Halstead.

4. Will you be using the services of an architect, engineer, or contractor? ___Yes ___No

   If yes, please list or provide their information below:

   Is the contractor currently licensed with the City of Halstead? ___Yes ___No

City of Halstead DRAGON Grant Program Application – Page 2

5. Estimated Work Schedule: Start Date for work: _____

   Completion Date: _____

6. Current number of employees of business: Full-time _____ Part-time _____

   Seasonal _____ Volunteer _____

7. Has the business previously received an incentive or DRAGON Grant from the City of Halstead? If so, please provide details or list the year.

8. Does the business meet all qualifications and eligibility guidelines? ____ Yes ____ No

9. How much money/assets/time will be personally invested in the business or the approved project in addition to the grant amount being requested?

10. Is the business current on all taxes and city utilities? Can you provide a tax clearance certificate?

Sign: _____ Date: _____

Below area For City of Halstead Staff Use:

Application complete?	____ Yes	____ No
Supporting documentation provided?	____ Yes	____ No
Preliminary review of compliance with program:	____ Satisfactory	____ Unsatisfactory
Meets criteria for consideration by the City Council:	____ Yes	____ No

CC Meeting date for Consideration: _____ Approved _____ Declined _____

Halstead Downtown Revitalization and Growth of New Businesses (DRAGON) Grant Program

PERSONAL AND PERFORMANCE GUARANTEE

The undersigned is an applicant with the Halstead Downton Revitalization and Growth of New Business (DRAGON) Grant Program with the City of Halstead for a business located at _____ _____, Halstead, Kansas and located within the city limits of the City of Halstead.

As an inducement to for the City of Halstead to accept the Applicant's application for the DRAGON Grant Program, the undersigned hereby agrees to be personally responsible for re-payment of any grant monies awarded by the City of Halstead to the Applicant should the Applicant fail to live up to the compliance terms established by the City of Halstead's DRAGON Grant Program or if the project fails to be completed by the indicated completion date.

A photographic or facsimile copy of this Personal Guarantee Form shall be as valid as the original.

EXECUTION SECTION

This guarantee is executed on this _____ day of _____, 20____.

Name: _____ Signature: _____

Personal SS#: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

NOTARY SECTION

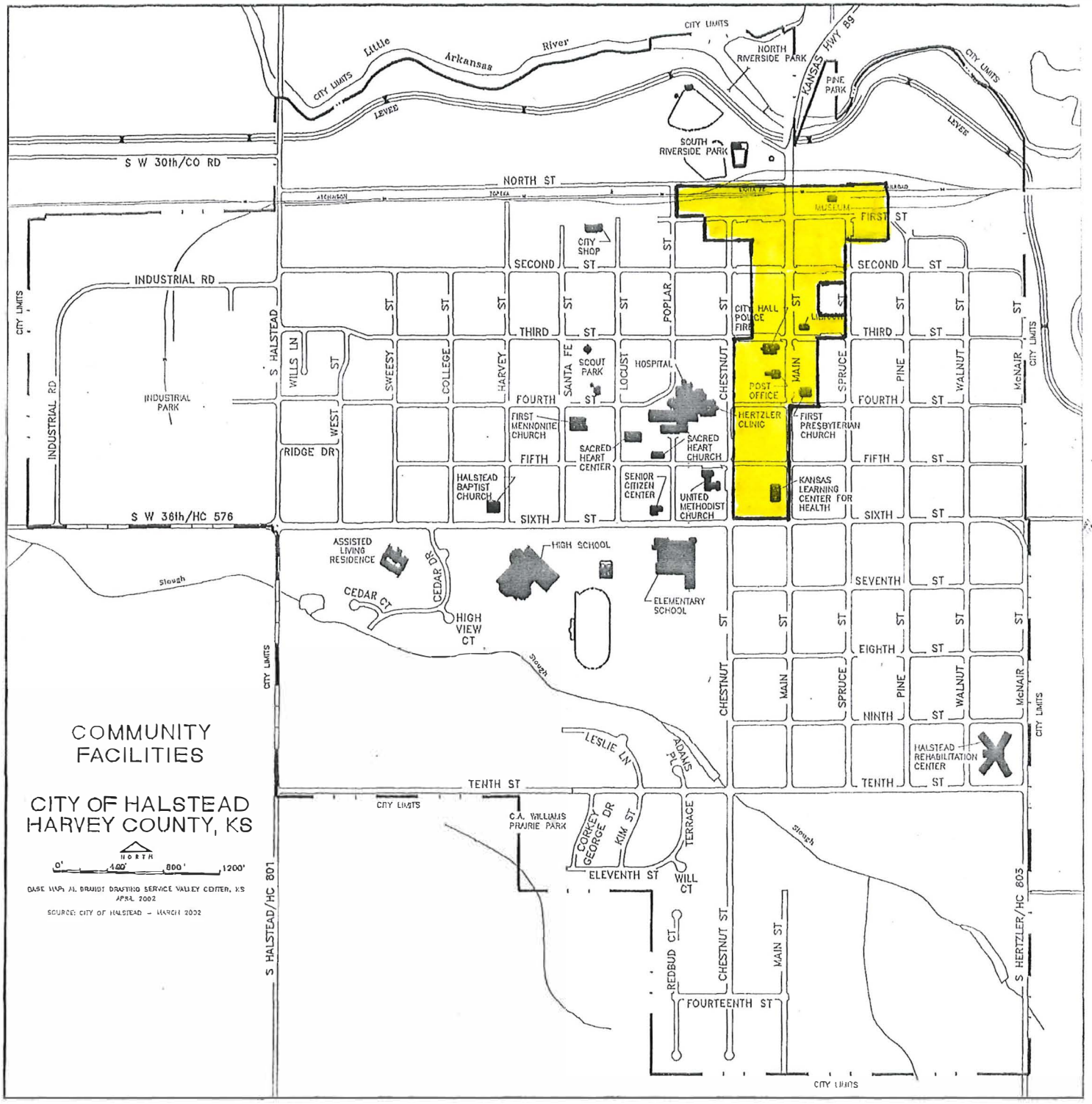
State of _____ County of _____

This instrument was acknowledged before me on _____, by _____.

_____
Signature – Notary Public

(SEAL) My Appointment Expires: _____

Exhibit A
DRAGON Grant area*



***Map indicates general area of grant eligibility in the city. Other factors such as specific use of property and other grant program guidelines determine final eligibility for DRAGON funds.**

City of Halstead DRAGON Grant Program Application

Business name: Halstead Historical Society

Address: PO Box 88. City: Halstead, State: KS. Zip:67056

Phone:_____ Email: [redacted] Website:_
www.halsteadhistoricalsociety.com

Contact Person with phone number for application: Tessa Wendling or Sarah Rizza

Project Address: 116 E 1st St._____

Business Ownership: Private X_____ Public _____

Year business was established (if existing business): _ 1988

Amount of grant funds being requested: $10,000_____

1. Does/will the applicant own or currently lease the project location's property?

   Own X_____ Lease _____

   If leased, please indicate the landlord/owner and provide a letter of support for the project.
   If leased, please indicate the lease term for the property.

2. Why are grant funds necessary for the proposed project to succeed financially or be completed?
   The Halstead Historical Society is a non-profit organization that maintains the historical depot and operates the Halstead Historical Museum and Depot. The board and museum staff are all volunteers. The museum is open weekends over the summer and free to the public and also available for group tours upon request. The Depot is in need of several repairs to preserve the aging structure.

3. Describe the activity to be undertaken, the facility's use, and product or services provided to residents of the City of Halstead.
   Repair concrete loading dock to the east of the building which is currently crumbling and unsafe. The Loading dock is where Halstead's 1st jail is currently on display. It is a popular site for museum visitors.

   These repairs will address a safety concern for museum visitors and also members of the public on depot grounds outside of museum hours. The loading dock is frequently use for photos. We are also unable to adequately secure the area due to the open nature of the dock and historic property requirements.
   If funds are available after the above, continued work on cargo doors. 1 of the 7 doors has been restored thanks to a 2023 grant.

4. Estimated Work Schedule: Start Date for work: June 1, 2026
   Completion Date: August 1, 2026

*The goal is to have completed prior to Old Settlers which is the most popular date for visitors at the museum. Halstead Historical Society is also seeking additional grant opportunities after failing to be selected for the recently announced Heritage Trust Fund grant. Timeline could be adjusted if beneficial for other 2026 grant applications requiring matching funds. An extension will be requested if this becomes applicable

5. Current number of employees of business: Full-time _____ Part-time _____

   Seasonal _____ Volunteer 20_____

6. Has the business previously received an incentive or DRAGON Grant from the City of Halstead? If so, please provide details or list the year.

   Yes, Halstead Historical Society received a DRAGON grant in 2023 to restore a Cargo Door.

7. Will you be using the services of an architect, engineer, or contractor? x__Yes ___No

   If yes, please list or provide their information below:

   We have estimates from Becker Building and Oakland Avenue Craftsmen. The board has not yet selected a contractor with discussions pending regarding requirements as a historical property.

   Is the contractor currently licensed with the City of Halstead? x__Yes ___No

8. Does the business meet all qualifications and eligibility guidelines? x ___Yes ____No

9. How much money/assets/time will be personally invested in the business or the approved project in addition to the grant amount being requested?

   The Halstead Historical Society (HHS) board is currently made up of 9 volunteers who contribute varying amounts of time. The society also has several volunteers that handle museum affairs, accessioning donations, maintaining the grounds and also serving as museum docents.

   We hope the Dragon Grant will cover the entire cost of the dock repairs and the HHS is actively applying for additional grants for a broader scope of repairs needed to maintain the Depot including 6 remaining Cargo doors ($100,000), painting & window repair ($25,000), plaster repair ($4000), signage ($10,000) and landscaping ($25,000). If needed, the HHS will utilize funds in its Community Foundation Fund to complete this loading dock project due to the safety concerns and gradually make the remaining improvements as funds allow.

City of Halstead DRAGON Grant Program Application – Page 3

10. Is the business current on all taxes and city utilities? Can you provide a tax clearance certificate? Yes

Sign: Lisa Wenz Date: 2/26/26

Below area For City of Halstead Staff Use:

Application complete?	X Yes	____No
Supporting documentation provided?	X Yes	____No
Preliminary review of compliance with program:	X Satisfactory	____Unsatisfactory
Meets criteria for consideration by the City Council:	X Yes	____No

CC Meeting date for Consideration: 03/18/2026 Approved _____ Declined _____




October 14, 2025 3:17PM

City of Halstead DRAGON Grant Program Application

Business name: Halstead Tire

Address: 220 W 1st City: Halstead State: KS Zip: 67056

Phone: [redacted] Email: [redacted] Website : halstead-tire.com

Contact Person with phone number for application: Nathan Becker

Project Address: 220 W 1st

Business Ownership: Private ✓ Public _____

Year business was established (if existing business): 2014

Amount of grant funds being requested: $10,000.00

1. Does/will the applicant own or currently lease the project location's property?

   Own ✓ Lease _____

   If leased, please indicate the landlord/owner and provide a letter of support for the project.

   If leased, please indicate the lease term for the property.

2. Why are grant funds necessary for the proposed project to succeed financially or be completed?
   We appreciate the continued support of the City of Halstead and surrounding communities. Halstead Tire would gladly accept any financial assistance to help us continue to serve the needs of the citizens of Harvey County.

3. Describe the activity to be undertaken, the facility's use, and product or services provided to residents of the City of Halstead. Halstead Tire is pursuing the purchase of a heavy duty tire changer to increase efficiency and decrease manual labor for our technicians. This machine will allow us to further expand our services to better meet the needs of the farmers and commercial businesses of Harvey County.

4. Will you be using the services of an architect, engineer, or contractor? ___Yes ✓No

   If yes, please list or provide their information below:

   Is the contractor currently licensed with the City of Halstead? ___Yes ___No

5. Estimated Work Schedule: Start Date for work: Equipment could be delivered within two weeks of placing an order

   Completion Date: _____

6. Current number of employees of business: Full-time 5 Part-time _____

   Seasonal _____ Volunteer _____

7. Has the business previously received an incentive or DRAGON Grant from the City of Halstead? If so, please provide details or list the year. yes 2024, 2021

8. Does the business meet all qualifications and eligibility guidelines? ✓ Yes ____ No

9. How much money/assets/time will be personally invested in the business or the approved project in addition to the grant amount being requested? $35,428

10. Is the business current on all taxes and city utilities? Can you provide a tax clearance certificate? Yes

Sign: Nathan Reder Date: 2-3-2026

Below area For City of Halstead Staff Use:

Application complete?	✓ Yes	____ No
Supporting documentation provided?	✓ Yes	____ No
Preliminary review of compliance with program:	✓ Satisfactory	____ Unsatisfactory
Meets criteria for consideration by the City Council:	✓ Yes	____ No

CC Meeting date for Consideration: 3/18/26 Approved _____ Declined _____

HUNTER Engineering Company — EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 1/13/2026 by Jim Vincent

Submitted to:

Halstead Tire
220 W 1st St
Halstead, KS 67056-1634
(316) 772-3433

Quoted through:

D & E EQUIPMENT SOLUTIONS
2104 200th St
Bronson, IA 51007

TCX645HDG2 — 35,665.46



TCX645HD heavy duty tire changer

Learn more and see it in action!
https://www.hunter.com/tire-changers/heavy-duty/

Heavy Duty Tire Changer

- Safely service assemblies up to 90.5" diameter
- Spindle head raises and lowers the wheel into position.
- Twin rollers quickly and easily loosen beads and demount tire.
- Hydraulic-powered carriage shuttles the wheel side to side.
- Hydraulic-powered tool arm saves effort
- Integrated tool storage is conveniently located on the tire changer base
- Skidder clamp assists with tough assemblies
- Optional wireless controller available, 20-3453-1.
- Standard Accessories, 208/230V/ 3-Phase
- Includes factory installation and training

RP11-2016581 — 618.97



Bead Breaker Roller, Complete

RP11-8-12100181 — 811.13



New mounting bar. Includes two heads - one optimized for steel wheels and one optimized for wheel protection on aluminum wheels. The aluminum wheel head uses solid polymer blocks instead of inserts for long life.

RP11-8-12100185 — 3,387.12



TCX645 Tire Cutter Accessory installs in place of standard tool head. Designed for foam filled tires, not intended to cut steel belted road tires. Includes extended arbor, blade protectors & integrated demount disc. Compatible with TCX640/643/645.

RP11-801251904 — 741.33



Skidder clamp for TCX640HD tire changer. Assists user in servicing "Skidder" style tires.

Quote ID: on 1/13/2026

Prices subject to change without notice.		Subtotal	$41,224.01	($39,934.54 MSRP)
This proposal is good through	02/12/2026	+ freight (estimated)	$700.00	
		+ state tax	$2,679.56	
		+ county Tax	$824.48	
		Total investment	$45,428.05	

Proposal includes installation and on-site training by a Hunter Technical Representative.

Electrical and compressed air connections to equipment are not included on this quotation.

Estimated delivery:

For trucks, tractors, and other heavy-duty equipment

TCX645HD

EXCLUSIVE

Mobile pedestal controls

- ✓ Operator-friendly design
- ✓ Safe and efficient
- ✓ Optional wireless capability

STANDARD

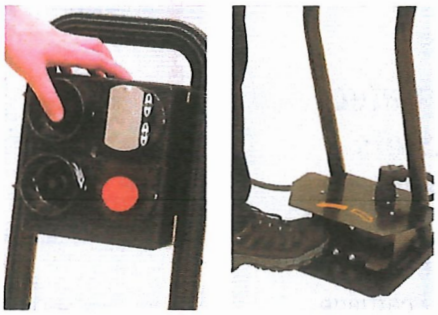
Powerful and efficient

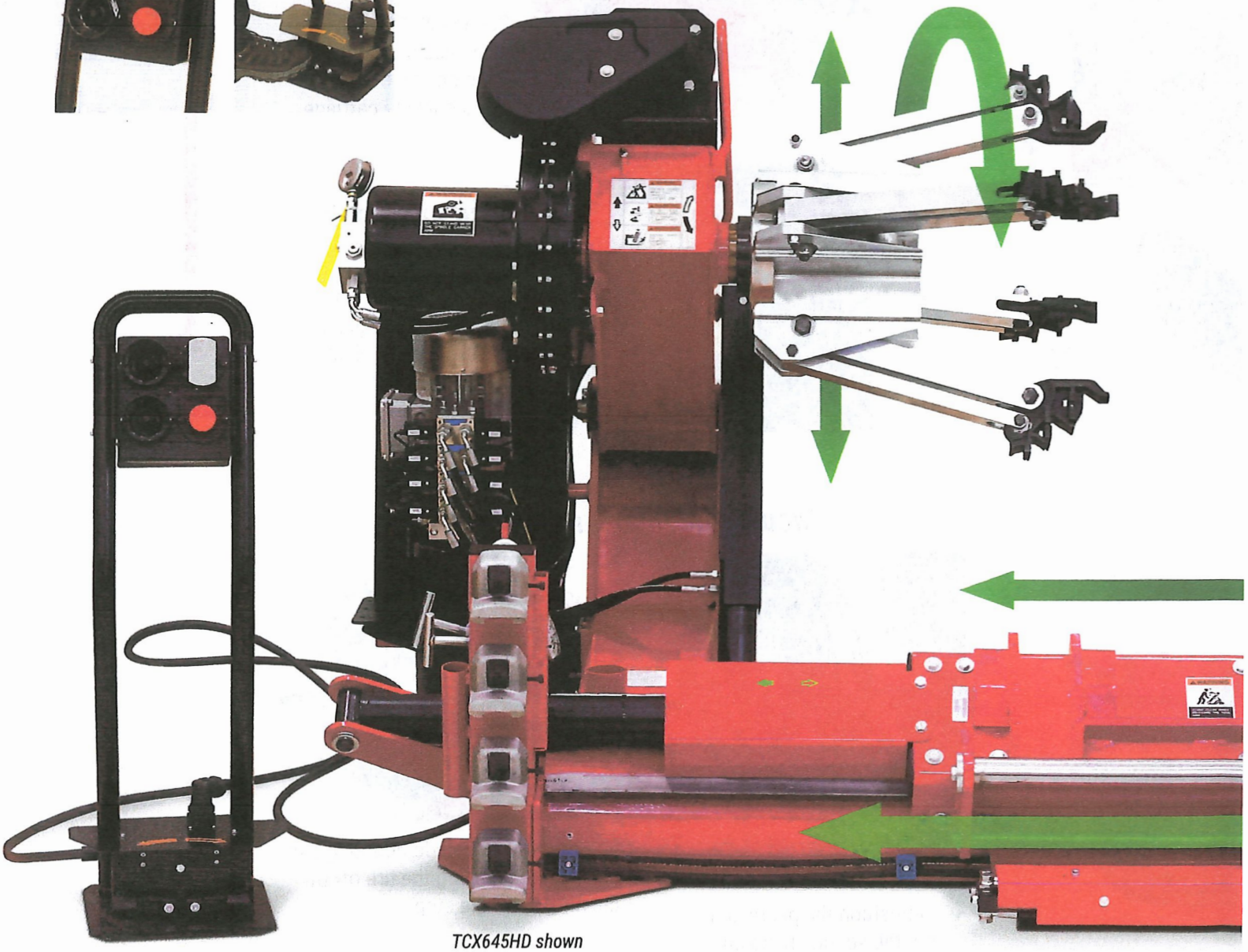
- ✓ 2200-lb. (1000-kg) capacity spindle head lifts the wheel into position.
- ✓ Power pump runs only when the tire changer is in use

STANDARD

Safety and ease-of-use

- ✓ Hydraulic platform moves the wheel into the clamp – a must for larger, heavy tires
- ✓ Toolarm hydraulic shuttle saves time and effort





TCX645HD shown

'cult wheel assemblies

nt and other specialty wheel
erviced using the same tools

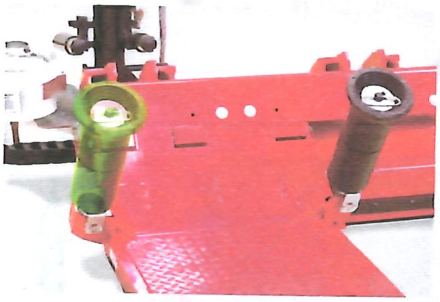


lamp

ation operates
counter-clockwise

-1168 mm) standard
acity





EXCLUSIVE

NEW! Integrated roller sockets

Service 22.5" O.T.R. tires with ease by pushing them on and off quickly using only the carriage



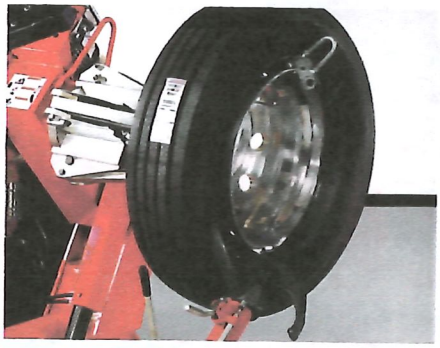
STANDARD

Disc and hook tools

Mount and demount tubed, super single or more difficult-to-handle wheel assemblies



Mount and demount with ease



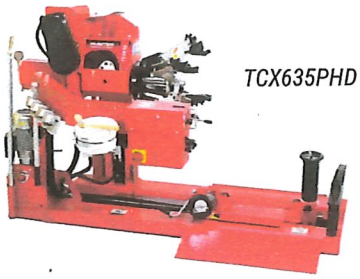


- ✓ Position the wheel pliers and roll the first bead onto the rim
- ✓ Reposition the pliers and roll the second bead on

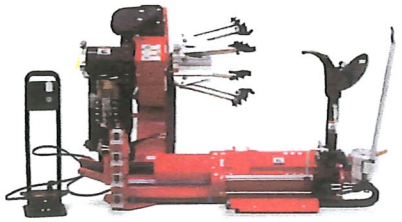
Bead loosening and demounting can be as easy as rolling the tire off of the rim in a single step

TCX HD TIRE CHANGER SPECIFICATIONS

	TCX635HD/TCX635PHD*	TCX645HD
Power Requirements	208-240V, 1 ph, 60Hz, 20A NEMA L6-20P	230V +/-10%, 3 Ph, 60Hz, 26A
Max. Tire Diameter	58 in (1,473 mm)	90.5 in. (2299 mm)
Max. Wheel Width	27 in (686 mm)	42 in. (1067 mm)
Max. Wheel Weight	1,545 lbs (700 kg)	2,200 lbs (1000 kg)
Min. Rim-Center Hole Dia.	3.94 in (100 mm)	3.94 in. (100 mm)
Rim Diameter Range	14.5 - 24.5 in (368 - 622 mm)	46 - 56 in. (1168 - 1422 mm) with optional accessories
Match Mounting Capable	Yes	Yes
Torque	1,625 ft-lbs. (2,203 N-m)	Low: 3172 ft-lbs. (4300 N-m) High: 2213 ft-lbs. (3000 N-m)
Rotation Speed	9 rpm clockwise and counter-clockwise	10 rpm clockwise and 5 rpm counter-clockwise
Shipping Weight	1,168 lbs (530 kg)	1,631 lbs. (740 kg)
Width (W)	86 in. (2,184 mm)	80 - 94 in. (2032 - 2388 mm)
Height (H)	40 - 52 in (1,016 - 1,321 mm)	37 - 61 in. (940 - 1550 mm)
Depth (D)	28 - 65 in (711 - 1,651 mm)	64 - 83 in. (1626 - 2108 mm)



TCX635PHD



TCX645HD

*TCX635HD but also includes mount lever, two ramps, and aluminum jaw covers



Jim Vincent
Kansas
+1 (316) 990-6978
jimthehunterrep@gmail.com

Because of continuing technological advances, specifications, models and options are subject to change without notice.

HUNTER Engineering Company.
www.hunter.com

0725AH

Form CB08291-00, 07/25
Supersedes Form CB08291-00, 10/24

Copyright © 2025, Hunter Engineering Company

City of Halstead DRAGON Grant Program Application

Business name: **Studio MB**

Address: **237 Main Street** City: **Halstead** State: **KS** Zip: **67056**

Phone: [redacted] Email: [redacted] Website : N/A

Contact Person with phone number for application: **Melanie Beckett -** [redacted]

Project Address: **237 Main Street, Halstead, KS 67056**

Business Ownership: Private - **X** Public

Year business was established (if existing business): **2007**

Amount of grant funds being requested: **$10,000**

1. Does/will the applicant own or currently lease the project location's property?

   Own - **X** Lease

   If leased, please indicate the landlord/owner and provide a letter of support for the project.

   If leased, please indicate the lease term for the property.

2. Why are grant funds necessary for the proposed project to succeed financially or be completed?

   Owners will contribute significant personal capital toward the cost of the repairs/ updates. However, additional grant funds will be needed to complete all necessary work.

3. Describe the activity to be undertaken, the facility's use, and product or services provided to residents of the City of Halstead.

   Studio MB remains one of the few operating full-service salons in the area and has been in business, in Halstead, since 2002. The building is used solely for salon services. This main street business provides one of the most important service industries necessary for a thriving downtown. In addition to serving a significant number of local customers it draws customers from surrounding areas.

4. Will you be using the services of an architect, engineer, or contractor? **X** - Yes ___No

   If yes, please list or provide their information below:

   Becker Building Inc., 114 Harvey, Halstead, KS 67056 – (316) 835-2536
   Jay's Floor Covering, 7610 S. Halstead Road, Halstead, KS 67056 – (316) 772-0918
   Wray Roofing, 1521 NW 36th Street, North Newton, KS 67114 – (316) 283-6840

   Is the contractor currently licensed with the City of Halstead? **X** - Yes ___No

City of Halstead DRAGON Grant Program Application – Page 2

5. Estimated Work Schedule: Start Date for work: **Spring 2026**

   Completion Date: **Summer 2026**

6. Current number of employees of business: Full-time – **2** Part-time _____

   Seasonal _____ Volunteer _____

7. Has the business previously received an incentive or DRAGON Grant from the City of Halstead? If so, please provide details or list the year.

   2018 - Replaced building's front awning and store windows
   2020 – Removed tree and replaced with cement, completed necessary interior repairs
   2022 – Replaced entire storefront cement

8. Does the business meet all qualifications and eligibility guidelines? **X** - Yes ____ No

9. How much money/assets/time will be personally invested in the business or the approved project in addition to the grant amount being requested?

   In addition to significant time, the business owners have already invested approximately $5,000 in upgrades and repairs. Business owners anticipate investing in excess of at least $10,000 in additional funds to complete all necessary renovations.

10. Is the business current on all taxes and city utilities? Can you provide a tax clearance certificate?

    Yes. Studio MB is current on all taxes and city utilities.

Sign: Melanie Beckett Date: 1-22-26

Below area For City of Halstead Staff Use:

Application complete?	✓ Yes	____ No
Supporting documentation provided?	✓ Yes	____ No
Preliminary review of compliance with program:	✓ Satisfactory	____ Unsatisfactory
Meets criteria for consideration by the City Council:	✓ Yes	____ No

CC Meeting date for Consideration: 3/11/26 Approved _____ Declined _____

WRAY ROOFING, INC.

PO BOX 420 - 1521 NW 36th St - NORTH NEWTON, KANSAS 67117
Toll Free (800) 794-4594 Phone (316) 283-6840 Fax (316) 283-1264 info@wrayroofing.com
Kansas Registration No. 13-115183

PROPOSAL SUBMITTED TO	PHONE	DATE
Studio MB	(786)383-3808	01/16/26
STREET 237 Main St.	MISC	
CITY, STATE, ZIP CODE Halstead, KS 67056	JOB NAME/LOCATION Studio MB / 237 Main St. Halstead, KS	
We hereby submit specifications and estimates for:		

Existing Roof: Modified Bitumen Cap Sheet
Modified Bitumen Base Sheet
Wood Deck

SCOPE OF WORK – 60mil White TPO – (1,625 SF):

Mechanically attach ½" cover board over existing roof.
Adhere 60mil white TPO over cover board.
Flash all roof penetrations using the manufactures TPO flashing accessories.
Fabricate and install 24ga prefinished metal edge, counterflashing, gutters, and downspouts (Standard Colors).

Includes:

All equipment rentals for procurement and hoisting of roof materials.
All job site safety and perimeter fall protection.
Wray Roofing Inc. Warranty – 2 Year.
TPO Manufactures Material Warranty – 20 Years.

Excludes:

Decking / Framing / Blocking / Sheathing
Existing Roof
Mechanical / Electrical / Plumbing
Skylight
Coping

TOTAL SCOPE OF WORK: $ 24,400.00 Plus Tax

Net Due Upon Completion	Documentation Required if Tax Exempt

Service charge 18% on all past due balances. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature _____

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

Printed Name & Title _____

BBI

Becker Building, Inc.
114 Harvey
Halstead, KS. 67056

Construction Estimate

Date: January 20, 2026

To: MB Studio, Halstead

Project: Pour concrete parking area and rework drainage behind shop

Becker Building proposes the following list of items for the above referenced project.

- 24' x 24' concrete parking
- Pour curb along south side
- Regrade dirt for drainage
- Haul off any excess dirt
- Furnish labor and equipment

Not included: permits, rock for parking,

Job total.....$5,850.00



Jay's Flooring Inc.
7610 S Halstead Rd
Halstead, KS 67056 US
(316) 772-0918
jaybird0971@att.net

Estimate

ADDRESS
Bryce Beckett

ESTIMATE # 1597
DATE 09/23/2025

ACTIVITY	QTY	RATE	AMOUNT
Labor to tear out existing floor, moderate amount of floor prep, repair of subfloor at back door entry area, product and installation of 1/4 inch underlayment, install sheet vinyl, also includes remove and reinstall base trim as needed.	1	2,285.00	2,285.00

Estimate is for the hair salon

TOTAL **$2,285.00**

Accepted By

Accepted Date

Payment Due upon Receipt. ~ Thank-you for your Business!!

AGENDA ITEM: F2

CITY COUNCIL AGENDA REPORT

Meeting Date:	March 18, 2026
City Department:	Administration & Finance
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	Financial Advisor Agreement – Proposed 2026-A GO Bonds

RECOMMENDED ACTION

Motion to approve the Financial Advisory Services agreement from Stifel, Nicolaus & Company as presented and authorization for the City Manager to sign.

BACKGROUND

Stifel, Nicolaus & Company served as the city's financial advisory on the 2023 Series Temporary Notes for the next phase of the Cedar Meadows 2nd and Powers 1st Addition developments. As the project is officially concluded and the temporary notes need to be redeemed by the end of 2026, it is advisable for the city retain a financial advisor to act as a fiduciary on behalf of the city as we prepare to transition the temporary notes to general obligation bonds and also to assist with the assessments of specials related to the project's benefit districts. The financial advisor will also help in preparation of official statements and other necessary documents, assist us in selection of an underwriter, and develop and help the city move through the process of this transition and present to the Governing Body regarding the financial specifics of the bonds.

CONSIDERATIONS

The City of Halstead has used Stifel as the city's Financial Advisor previously on both the Series 2023 Temporary Notes and Series 2023A Taxable GO Bonds. Furthermore, the city has worked with Bret Shogren on a previous bond refunding issue when he was with George K. Baum (which was acquired by Stifel). While the city has the option to select a different Financial Advisor for this transition, staff are recommending keeping our relationship with Stifel due to their familiarity with the project via the temporary note process, their past performance as the city's financial advisor, and the good working relationship that has been established. Stifel also has positive recommendations from former and other municipal clients. On previous financing issues that the city has solicited competing quotes for, the difference in fees between different companies has also largely been negligible. The agreement has been sent to the City Attorney for review and comment.

FINANCIAL IMPACT/FUNDING SOURCE

If approved, the Stifel agreement calls for fees of 1% of the principal amount of the bonds to be sold. With a project estimate of $2.25 million, this would equate up to $22,500 in fees which are paid from the bond proceeds at completion of the process. It is possible that this amount would change depending on the actual final principal amount of bonds that need to be issued following final decisions and approval from the Governing Body on project totals.

City Manager Approval Date: 3/13/2026 City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. Financial Advisory Services Agreement

STIFEL | Public Finance

Ethan Reimer
City Manager
City of Halstead, Kansas

RE: FINANCIAL ADVISORY SERVICES
General Obligation Bonds, Series 2026-A

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Halstead, Kansas ("Issuer") for the proposed General Obligation Bonds, Series 2026-A to redeem previously issued General Obligation Temporary Notes (the "Bonds") estimated to be issued in the aggregate principal amount of approximately $2,250,000. This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed sale of the proposed Bonds, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work: Stifel agrees to perform the following services for Issuer with respect to the Bonds:

    a. Assume overall responsibility for the financial analysis and structuring recommendations for the Bonds;

    b. Assist bond counsel and Issuer in preparation of the preliminary and final official statements, offering memoranda, or term sheets for the Bonds consistent with all federal and state requirements;

    c. Draft the preliminary and final official statements, offering memoranda or term sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. Stifel makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws;

    d. Submit preliminary offering document and other supporting documents to list of potential underwriters;

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e. Assist Issuer in the selection of an underwriter based on the best responsible bidder providing the lowest True Interest Cost (TIC) via competitive, sealed bid bond sale;

f. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Bonds;

g. Coordinate financing time schedule, distribution of documents, preliminary and final official statement printing, wire-transfer of funds, delivery of bonds and bond closing;

h. If requested, assist Issuer on the matter of bond rating(s) for the proposed issue and coordinate the preparation of credit information for submission and presentation to the rating agency(ies);

i. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as Issuer may deem necessary or desirable in connection with any financing;

j. Analyze/calculate specials amounts to be spread to the property owners within the improvement district and provide specials taxes report to the Issuer;

k. Attend Issuer meetings as requested, with reasonable advance notice and if available;

l. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.

2. Issuer's Obligations: Issuer agrees that, with respect to the Bonds, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

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3. Regulatory Disclosures:

   a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.

   b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation: For Stifel's financial advisory services and expenses in processing this bond series to be sold in a single competitive sale, Stifel shall be paid a fee equal to 1% of the principal amount of the bonds, as proposed in a previous email on December 9, 2022, to be paid at the completion of the sale of the Bonds, from bond proceeds. Stifel shall also be reimbursed, if requested by Stifel, for reasonable expenses related to continuing disclosure review, travel, etc.

5. Authority to Direct Financial Advisor: The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: Ethan Reimer, City Manager.

Respectfully submitted this 6th day of March, 2026.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: Bret Shogren

Title: Director

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ACCEPTANCE

I, Ethan Reimer, upon approval by the governing body of the City of Halstead, Kansas, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT A

City of Halstead, Kansas
Financial Advisory Services Engagement
General Obligation Bonds, Series 2026-A

MSRB Rule G-42 Disclosures

As municipal advisor to the City of Halstead, Kansas ("you"), Stifel Nicolaus ("Stifel" or "we") is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue described in the engagement letter and the amount of compensation will be based on a percentage of the principal amount of the bond issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has identified the following actual or potential material conflicts of interest:

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Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793. You may access our Form ADV by using the following hyperlink: https://adviserinfo.sec.gov/firm/summary/793. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: http://brokercheck.finra.org/.

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On September 24, 2024, the U.S. Securities and Exchange Commission ("SEC") issued a Cease-and-Desist Order (the "Order") against Stifel, Nicolaus & Company, Incorporated ("Stifel"). The Order was a part of a larger enforcement sweep brought against many brokerage firms for violations of the SEC's recordkeeping obligations that apply to broker-dealers and investment advisers. In the Order, the SEC stated that Stifel personnel sent and received off-channel communications in violation of certain recordkeeping provisions of the Securities Exchange Act and the Investment Advisers Act. In addition, the SEC charged that Stifel failed to reasonably supervise its personnel with a view to preventing and detecting these violations.

Stifel admitted the facts set forth in the Order, acknowledged its conduct violated recordkeeping provisions of the federal securities laws, and agreed to pay a monetary fine of $35 million. In addition, Stifel agreed to retain an independent compliance consultant to conduct a comprehensive review of Stifel related to electronic communications, and to implement improvements to its compliance policies and procedures to address these violations. The SEC imposed similar requirements on the other firms included in the larger recordkeeping enforcement sweep.

Stifel is committed to conducting its business in full compliance with legal and regulatory requirements. The firm has policies and procedures in place designed to ensure compliance with Stifel's supervisory and books-and-records obligations relating to electronic communications. These policies prohibit the use of unapproved communications platforms and require all employees to communicate via their Stifel-issued e-mail address or recorded line when possible. Stifel permits text messaging only where employees follow the specific procedures set out in Stifel Nicolaus's Policies and Procedure Manual.
While Stifel takes this matter very seriously, the firm does not consider this matter to be material to our ability to perform municipal advisory services for our clients.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,

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- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

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AGENDA ITEM: F3

CITY COUNCIL AGENDA REPORT

Meeting Date:	March 18, 2026
City Department:	Administration & Finance
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	Lease Agreement – 503 Industrial Rd

RECOMMENDED ACTION

Motion to approve a 3-year lease agreement with renewal options with BASF Agricultural Solutions for the city owned building at 503 Industrial Rd and authorization for the City Manager to sign and execute the lease agreement.

BACKGROUND

The city built a 3,600 sq. ft. speculative building at 503 Industrial Rd in the city's Industrial Park which was completed at the end of 2024. This project was financially supported in part by the State of Kansas Building a Stronger Economy (BASE 2.0) grant, the Harvey County Economic Development Council (EDC), and then local funds from the city. Following successful close-out of the grant with the State of Kansas in early 2025, the city has been marketing the property and building for sale or lease with the assistance of the Harvey County EDC.

CONSIDERATIONS

The proposed lease is for an initial three (3) year term (April 2026 – March 2029) and has two options for additional two (2) year renewals. In addition to the annual base rent of $25,200 ($2,100 per month), BASF will also be responsible for reimbursement to the city of insurance and taxes for the property when paid. BASF would also be responsible for all utilities as needed. BASF plans to operate their regional agricultural services from the building as relates to newer products they are bringing to market. This would see some related storage within the building or on the premises, utilization of the office space, and will have at least one full-time employee based out of the location. The proposed business activity would be allowed and an appropriate use within the zoning district and should also be lower impact in terms of utilization or wear and tear on the building. The agreement has been reviewed by the City Attorney.

FINANCIAL IMPACT/FUNDING SOURCE

Lease payments from any agreement for use of the building/land would be General Fund revenues for the city. With the lease agreement providing for the payment of taxes and insurance by the lessor, this also provides a greater financial return to the city as the rent payments are net revenues. Based on the base rent amount for the property, the capitalization rate for the total cost of the speculative building project is around 8.7% and the capitalization rate based on the total costs that were city specific expenditures (portion of the project not paid through grant or outside funds) for the project is around 18%. The proposed lease does call for 2.5% increases to the base rent amount per each additional extension term.

City Manager Approval Date: 3/13/2026 City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. Draft Lease Agreement with BASF

LEASE

BETWEEN

CITY OF HALSTEAD, as LESSOR

AND

BASF AGRICULTURAL SOLUTIONS US LLC, as LESSEE

Dated as of March _____, 2026

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EXHIBITS AND SCHEDULES

Exhibit A The Premises

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LEASE

THIS LEASE (the "**Lease**") is made and entered into as of the ____ day of _____, 2026, by and between the City of Halstead, 303 Main Street, Halstead, Kansas 67056 (the "**Lessor**"), and BASF Agricultural Solutions US LLC, a Delaware limited liability company having an address of 2 TW Alexander Drive, Durham, North Carolina 27713 (the "**Lessee**"). The parties hereto are at times referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Lessor is the owner of a 3,600 square foot industrial building and the underlying real estate located at 503 Industrial Road, Halstead, Kansas 67056 ("**Lessor's Property**")

WHEREAS, Lessee seeks to lease the building on Lessor's Property as shown on Exhibit A attached hereto (the "**Premises**").

WHEREAS, Lessor is willing to enter this Lease, permit such uses, and grant such access pursuant to the terms and conditions hereinafter set forth.

WHEREAS, Lessee is willing to enter into this Lease and use the Premises pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

ARTICLE I
DEFINITIONS AND USAGE

Section 1.1 Definitions For purposes of this Lease, and in addition to terms defined elsewhere in this Lease, the following defined terms shall have the meanings ascribed thereto in this Article.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Alteration(s)" means construction, reconstruction, installation, alteration, modification, change, addition, replacement, removal, performed on the Premises and/or Improvements on the Premises.

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"Applicable Law(s)" means any and all constitutions, charters, acts, statutes, laws (including, but not limited to, all Environmental Laws), decrees, ordinances, rules, codes, regulations, orders, final decrees, conditions, interpretations, judgments, permits, standards and/or objective criteria of any Governmental Authority or Law applicable to this Lease or to any Party's obligations, performance, or rights under this Lease or which are applicable to, or in connection with, Lessee's use of the Premises**.**

"Casualty" shall mean the destruction of the Premises making the Premises unsafe for the Permitted Use. Such Casualty may occur by way of example, but not by way of limitation, a fire, flood, wind, earthquake, other force of nature, war, act of terrorism, act of criminal activity.

"Commencement Date" means April 1, 2026.

"Confidential Information" shall have the meaning set forth in Section 19.4.

"County" means the County in which the Premises is located.

"Default" means any of those events, occurrences and circumstances so designated in the Article with the heading "Default" (ARTICLE XIV).

"Effective Date" means the date on which this Lease is fully executed by the Parties.

"Environmental Law", or "Environmental Laws" as applicable, shall mean all applicable constitutions, treaties, statutes, laws (including the common law), rules, regulations, codes, policies, decrees, ordinances, standards, guidelines, authorizations, permits, approvals, decisions, injunctions, judgments, awards, and orders of, and all agreements with, federal, state, local, or other public authorities relating to air, water, groundwater, noise, solid waste, Hazardous Substances (as defined below), toxic substances, wastes, pollutants, or contaminants, to environmental protection, compliance, contamination, cleanup, or reporting, to disclosure of any release or threat of release to the environment of any Hazardous Substances, or to the safety of employees, workers, or other persons, including, without limitation, the public. Such Environmental Laws shall include, without limitation, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f-300j et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1321 et seq.; the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 (signed into law on October 17, 1986) ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; and the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq.; all Property State Laws equivalent to those federal laws identified herein, as any of the same are from time to time amended, and the rules and regulations promulgated thereunder, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, and all other applicable federal, state, local, and/or other constitutions, treaties, statutes, laws (including the common law), rules, regulations, codes, policies, decrees, ordinances, standards, guidelines, authorizations, approvals, permits, decisions, injunctions, judgments,

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awards, orders, and/or agreements regulating the generation, storage, containment, or disposal of any Hazardous Substances, including but not limited to those relating to lead paint; radon gas; asbestos; storage and disposal of oil, biological, chemical, radioactive, and hazardous wastes, substances, and materials; and underground and above-ground oil storage tanks; and any amendments, modifications or supplements of any of the foregoing.

"Force Majeure Event" means any event, condition or circumstance: (i) that is not a consequence of, result of or arises out of the fault or negligence of the affected Party or its Affiliates, (ii) that cannot, despite the exercise of commercially reasonable efforts, be controlled, prevented, avoided or removed, and (iii) that prevents the total or partial performance of the obligations of the affected Party under this Lease. The following events, the list of which is not exhaustive, shall be considered to be Force Majeure Events to the extent they satisfy the requirement described in the foregoing sentence: (a) lightning, earthquake, hurricane, storm, wind, drought, abnormal weather condition, or other similar natural calamities or acts of God; (b) fire, explosion or chemical contamination; (c) epidemic, pandemic, quarantine, or plague; (d) act of war (declared or undeclared), invasion, armed conflict or act of foreign enemy, blockage, economic sanction or embargo, revolution, sabotage, riot, insurrection, civil unrest or disturbance, military or guerilla action, banditry, terrorist activity or a threat of terrorist activity, or tribal, religious or sectarian unrest; (e) radioactive contamination (and associated clean-up activities); (f) a strike against or lock-out by the Party claiming excuse, and (g) the act or omission of a Governmental Authority (to the extent such act or omission is not a result of the failure of the affected Party to act on any lawful request of such Governmental Authority). "Force Majeure Event" expressly excludes: (w) governmental action (including but not limited to any binding order of any Governmental Authority) that such Party could have prevented by compliance with Applicable Law; (x) a Party's financial inability to perform, (y) changes in market prices for products or services produced by a Party, (z) any failure to perform, and the effects of such failure, that could have been prevented, overcome or remedied by the exercise of reasonable efforts by the Party claiming excused performance by reason of a Force Majeure Event or (aa) global economic or financial market conditions.

"Governmental Authority" means any entity or individual exercising executive, legislative, judicial, regulatory or administrative functions of government, including without limitation, the United States of America, the Premises State, and their respective political subdivisions, having jurisdiction over the Premises and/or over the use, occupancy, or operation thereof.

"Government Requirement" means (i) action mandated or required by any Law, including any Environmental Law, and/or (ii) action taken in compliance with an order, directive, or requirement of a Governmental Authority.

"Hazardous Substances" means any hazardous or toxic substances, chemicals, materials or wastes defined, listed, classified or regulated as such in or under any Environmental Laws, including, but not limited to: (a) environmental, biological, chemical, or radioactive substance, and any waste or substance, which because of its quantitative concentration or chemical, biological, radioactive, flammable, explosive, putrescible, infectious or other characteristics, constitutes a danger or hazard to public health, safety, or welfare or to the environment, including, without limitation, oil, petroleum, petroleum product (including gasoline, crude oil or any fraction thereof,

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any waste oils, solvents and chlorinated oils, toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, polychlorinated biphenyls ("PCBs"), lead paint, asbestos (whether or not friable) and any asbestos-containing materials, urea formaldehyde, chemical, biological, and radioactive wastes, flammable explosives, radioactive materials, asbestos in any form or condition, urea formaldehyde foam insulation and polychlorinated biphenyls, (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "contaminants" or "pollutants", or words of similar import, under any applicable Environmental Law and (c) any other chemical, material or substance, import, storage, transport, use or disposal of, or exposure to or release of which is prohibited, limited or otherwise regulated under any Environmental Law or with respect to which liability or standards of conduct are imposed under any Environmental Law.

"Improvements" shall mean all structures, buildings, foundations, machinery, equipment, infrastructure, including, but not limited to, paving, utility lines, concrete pads, block, pipes, tanks, towers, fences, walls, signs, roads, piping, track, fixtures, landscaping, hardscaping, any other tangible property affixed to, attached to, installed on, installed at the Premises.

"Indemnified Party" means either Party to this Lease entitled to indemnity from the other Party, or a third-party as may be applicable, pursuant to the provisions of this Lease.

"Law" or "Laws" shall mean all international, federal, state, county, city, municipal, provincial, administrative laws, statutes, regulations, rules, ordinances, orders, code, or requirements, rule of law (including common law) as the same may apply as the context requires.

"Lease" means this Lease together with any amendments, modifications, supplements, restatements or replacements thereof.

"Lease Termination Date" means last day of the Term during which Lessee can occupy the Premises.

"Lessee Improvements" means any Improvements owned, leased, constructed, installed, erected, or placed on the Premises or common areas by Lessee, or its permitted assignees, sublessees, contractors, representatives, or invitees.

"Lessee Parties" means Lessee's agents, employees, representatives, and affiliates.

"Lessor Improvements" means any Improvements owned, leased, constructed, installed, erected, or placed on the Premises by Lessor, or its permitted assignees, sublessees, contractors, or representatives.

"Lessor Parties" means Lessor's agents, employees, representatives, and affiliates.

"Material Taking" shall have the meaning set forth in Section 10.1.

"Option" shall have the meaning set forth in Section 4.2.

"Option Notice" shall have the meaning set forth in 4.2.1.

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"Option Notification Date" shall have the meaning set forth in 4.2.1.

"Option Term" shall have the meaning set forth in Section 4.2.

"Partial Taking" shall have the meaning set forth in Section 10.1.

"Permitted Use" means Lessee's business operations including, but not limited to, the storage of seed, pesticides, fertilizer, John Deere Tractor/UTV, Titian trailer, Western Star Truck, Landoll Trailer, Planter, Plot Combine and miscellaneous items and for any other uses allowed by Law.

"Person" means an individual, a partnership, a joint venture, a corporation, a union, a limited liability company, a trust, an unincorporated organization, Governmental Authority or any other separate legal entity recognized pursuant to law.

"Premises" means the Premises identified in the Recitals and described in Exhibit A that Lessor will lease to Lessee pursuant to this Lease.

"Premises State" shall mean the Governing State or Commonwealth in which the Premises is located.

"Rent" means the sums of Base Rent to be paid by Lessee to Lessor pursuant to this Lease.

"Term" means the time period of this Lease during which Lessee has the rights set forth in this Lease to occupy the Premises pursuant to this Lease and may be more particularly described in the Article with the heading "Term."

Section 1.2 Terms Not Defined. Other terms not defined in Section 1.1 shall have the meanings given in the text.

Section 1.3 Interpretation. The following rules of interpretation shall apply to this Lease:

1.3.1 Words singular and plural shall be deemed to include the other, and pronouns having masculine or feminine gender shall be deemed to include the other.

1.3.2 Article or section headings appearing in this Lease are inserted for convenience only and shall not be construed as interpretations of text.

1.3.3 Any reference in this Lease to any Person, whether or not a Party to this Lease, includes its permitted successors and assigns and, in the case of any Governmental Authority, any Person succeeding to its functions and capacities.

1.3.4 Any reference in this Lease to any Section, Attachment, Exhibit or Appendix means and refers to the Section contained in, Attachment, Exhibit or Appendix attached to, this Lease.

1.3.5 Other grammatical forms of defined words or phrases have corresponding meanings.

1.3.6 Unless otherwise provided, a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed.

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1.3.7 A reference to a document, code, contract or agreement, including this Lease, includes a reference to that document, code, contract or agreement as novated, amended, modified, revised, supplemented, replaced or restated from time to time in accordance with the relevant provisions thereof.

1.3.8 Unless otherwise expressly provided for as set forth herein, the term "day" shall mean a calendar day commencing at 0700 in the time zone where the Premises is located, and whenever an event is to be performed or payment, act, matter or thing hereunder would occur on a day that is not a business day, then such event will be performed and such payment, act, matter or thing shall, unless otherwise expressly provided for herein, occur on the next succeeding business day.

1.3.9 Where reference is made to an Applicable Law, such reference shall be deemed to include all prior and subsequent enactments, amendments and modifications pertaining thereto.

1.3.10 Any reference to the words "include and including" shall be interpreted to mean "including without limitation" and, unless the context otherwise requires, any reference to the words "hereof," "hereunder," or "herein" or words of similar import shall refer to this Lease as a whole and to a particular Article, Section, subsection, clause or other subdivision hereof.

1.3.11 All monetary references contained herein refer to U.S. dollars.

ARTICLE II
LEASE OF THE PREMISES

Section 2.1 Lease of the Premises. Subject to the terms, conditions, covenants and provisions hereof, and in consideration of the Rent(s), covenants, agreements and conditions set forth herein, Lessor does hereby lease, let, demise and rent to Lessee, and Lessee does hereby rent and lease from Lessor, the Premises on the terms and conditions set forth herein.

ARTICLE III
USE

Section 3.1 Use. Lessee may use and occupy the Premises or any portion or portions thereof for the Permitted Use and for no other purpose.

Section 3.2 Signage. In the event that Lessee seeks to install new signage, Lessee may install signage with the consent of Lessor, which shall not be unreasonably denied, withheld, conditioned, or delayed. Any and all such signage installed by Lessee shall be in full compliance with all laws, statutes, ordinances or regulations of any governmental authority having jurisdiction over the Premises. Lessee's installation of signage shall be in accordance with ARTICLE VII ("Maintenance, Repairs and Alterations").

ARTICLE IV
TERM

Section 4.1 Term. The term of this Lease (the "Term") shall begin on the Commencement Date (April 1, 2026) and shall expire on March 31, 2029, which shall be the Lease Termination Date.

Section 4.2 Option to Extend. Lessee has two (2) separate options (each an "***Option***") to extend the Lease for a period of two (2) years for each option ("the ***Option Term***").

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4.2.1 Lessee shall notify Lessor in writing of its election to extend the Lease by the Option Term (the "***Option Notice***") by giving Lessor notice thereof no less than ninety (90) days prior to the expiration of the Term or applicable Option Term (the "***Option Notification Date***").

4.2.2 If the Lessee exercises an Option to renew, the annual Base Rent for the Option Term will increase by two and one-half percent (2.5%) over the annual Base Rent payable during the immediately preceding lease year.

Section 4.3 End of Term. This Lease shall automatically terminate at the end of the Term unless earlier terminated pursuant to the provisions of this Lease or by mutual agreement of the Parties. The last day of the Term shall be considered the Lease Termination Date, unless the Lease Termination Date is established by an earlier termination of the Lease.

ARTICLE V
RENT, TAX, AND INSURANCE

Section 5.1 Base Rent. The Lessee shall pay to the Lessor during the term of this Lease $2,100.00 per month for an annual Base Rent of $25,200.00 (herein "Rent" or "Base Rent"). Lessee shall pay Base Rent in advance on or before the first day of each calendar month during the Term, except that Lessee's payment of Base Rent for the first full calendar month of the Lease, and any prorated month if the Commencement Date does not begin on the first of the month, shall be paid when Lessee executes this Lease. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Base Rent for such month shall be prorated on the basis of one thirtieth (1/30th) of the monthly Base Rent for each day of such month. Rent shall be paid without any prior demand or notice therefor and shall in all events be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisement laws. Lessor may apply payments received from Lessee to any obligations of Lessee then accrued, without regard to such obligations as may be designated by Lessee. If permission is given to Lessee to occupy the Premises (or any portion thereof) or to occupy premises other than the Premises prior to the Commencement Date, Lessee agrees to comply with all of the terms, covenants, conditions and provisions of this Lease, including the covenant to pay Base Rent.

Section 5.2 Payment Terms. All payments of Rent and all other charges and payments required to be made by Lessee to Lessor hereunder shall be paid to Lessor, at the address set forth in the Section "Notices" (Section 19.2) for notices to Lessor, or at such other address as Lessor shall notify Lessee of in writing in accordance herewith. If Lessor shall at any time or times accept any payment of Rent or of any other amount payable by Lessee hereunder after the same shall be due and payable, such acceptance by Lessor shall not excuse delay in payment upon subsequent occasions, or constitute, or be construed as, a waiver of any and all Lessor's rights hereunder. No endorsement or statement or any check or letter or other communication accompanying a check for payment of any Rent or any other amount payable by Lessee hereunder shall be deemed an accord and satisfaction, and Lessor may accept such check and payment without prejudice to Lessor's right to recover the balance of such Rent or other sum owed by Lessee hereunder or to pursue any other remedies provided in this Lease or by law.

Section 5.3 Taxes and Insurance. The Lessor shall timely pay all taxes, assessments, charges, and insurance premiums required to be paid with respect to the Property as and when the same

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become due. Within thirty (30) days after making any such payment, the Lessor shall provide written notice to the Lessee setting forth the amounts paid and reasonable supporting detail. Upon receipt of such notice, the Lessee shall reimburse the Lessor for all such amounts within the time period specified in this Lease.

ARTICLE VI
SERVICES AND UTILITIES

Section 6.1 Utilities. Should Lessee require utility service, Lessee shall arrange, in its own name, for the provision of, and pay promptly all charges, costs, expenses and fees for, the furnishing of electricity, gas, light, power, water, data, telephone, internet, janitorial, trash removal, security services, and all other utility or other services to the Premises. To the extent possible, Lessee shall have all utility billing sent in Lessee's name and sent to Lessee's designated address. If any utility bills are sent to Lessor by a utility provider, Lessor shall immediately provide Lessee with the bill(s). Lessee, in its sole discretion, may choose any utility provider and change any utility provider at any time. If Lessee's utilities require the installation of any meters, Lessee may install such meters on the Premises without additional approval from Lessor. Lessor shall cooperate fully, promptly, and at no cost to Lessee with Lessee and Lessee's selected utility providers, including executing any required forms and providing necessary access to the Premises and building systems. Any delays caused by Lessor shall not relieve Lessor of the obligation to provide utilities necessary for Lessee's operations in the interim at Lessor's sole cost.

Section 6.2 Lessor's Utility Responsibilities. For the Term of this Lease, Lessor shall, at its sole cost and expense, maintain, repair, and replace all utility lines, systems, conduits, pipes, and meters to provide utilities including, but not limited to, electricity, gas, light, power, water, waste water, data, telephone for the Premises electricity, gas, light, power, water, waste water, data, telephone to the Premises, up to the point of connection with Lessee-installed meters, so that such utilities remain in good working order and fully functional for Lessee's use. If any utility service is interrupted due to Lessor's equipment, systems, or lines, Lessor shall commence corrective action within twenty-four (24) hours of notice and shall diligently pursue restoration of service. Lessor shall be responsible for all costs relating to such maintenance, repair, and replacement, except to the extent caused by Lessee's negligence or willful misconduct.

Section 6.3 Lessor's Utility Representation. Lessor represents and warrants that the utility service to the Premises is, and during the Term shall remain, dedicated solely to Lessee's use and shall not be shared with or diverted to any other user. If any portion of this representation is false, Lessor shall immediately reimburse Lessee for (i) all amounts paid by Lessee for any other party's usage, within five (5) business days of written demand, and (ii) all costs to separate and/or segregate Lessee's utility service from that of any other user. Lessee may, at its sole discretion, elect to perform such separation itself, and Lessor shall reimburse Lessee in full for all such costs. Lessor shall indemnify, defend, and hold Lessee harmless from any third-party claims, penalties, utility back-billing, or assessments relating to shared, diverted, or improperly allocated utility usage.

Section 6.4 Utility Interruption; Rent Abatement. If at any time during the Term any utility or service required for Lessee's use of the Premises (including electricity, water, sewer, gas, HVAC, telecommunications, internet, or any other essential service) is interrupted, reduced, or rendered unavailable due to the acts, omissions, equipment, systems, or infrastructure of Lessor, its contractors, or any failure of building systems under Lessor's responsibility, then:

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6.4.1 Lessee shall not be obligated to pay Base Rent, Additional Rent, or any other charges during the period of interruption to the extent Lessee's use of or access to the Premises is materially impaired, and such rent abatement shall continue until the affected utility or service is fully restored to the condition required for Lessee's intended use;

6.4.2 Lessor shall, at its sole cost, immediately commence and diligently pursue restoration of such service;

6.4.3 Lessee shall not be deemed in default for failing to operate during any such interruption; and

6.4.4 Lessee shall be entitled to recover all reasonable costs incurred to protect its property, maintain continuity of operations, or mitigate damage resulting from the interruption.

ARTICLE VII
MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 7.1 Care and Maintenance of the Premises. Lessee agrees that at all times it will maintain all portions of the Premises, in the same order, condition, and state of repair as of the Commencement Date, reasonable wear and tear excepted.

Section 7.2 Repairs. Lessee shall keep the interior of the Premises (all areas within their walls and doors of the Premises) in good and sanitary condition, working order, and repair. Lessor shall keep the Premises structure, utility infrastructure, roof, building systems, anything on the exterior of the building, and common areas in good and sanitary condition, working order and repair.

Section 7.3 Alterations. At all times during the Term, Lessee shall not make Alterations to the Premises without Lessor's prior written consent, which shall not be unreasonably withheld, delayed, conditioned, or denied. Before commencing with any Alteration, Lessee shall seek the approval of Lessor with a written notice requesting such approval for the Alteration. Lessor shall not unreasonably withhold, condition, or delay any approval of Lessee's proposed Alteration.

ARTICLE VIII
PARKING

Section 8.1 Allocated Parking. During the initial Term, Lessee shall have the right to park all vehicles utilized by Lessee and Lessee Parties on Lessor's Property for the Permitted Use.

ARTICLE IX
ENVIRONMENTAL MATTERS

Section 9.1 Alleged Violations. Promptly upon receipt, and without Lessee's request therefor, Lessor shall provide Lessee with copies of all summons, citations, directives, information, inquiries, or requests; notice of potential responsibility; notice of violations or deficiency; orders or decrees; claims, complaints, investigations, judgments, letters, reports, notices of environmental liens, and other communications, written or oral, and responses thereto made to, received or by Lessor from any Governmental Authority during the Term concerning (i) any Hazardous Substance contamination on, under, or about the Premises (ii) the imposition of any environmental lien on the Premises, (iii) any actual or alleged violation by Lessor of, or responsibility of Lessor under, any Environmental Laws in connection with Lessee's operations, presence, acts or omissions at the Premises, or (iv) any actual or alleged liability of Lessee for its operations,

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presence, acts or omissions at the Premises, including under any tort theory, including without limitation, negligence, trespass, nuisance, strict liability and ultra-hazardous activity.

ARTICLE X
CONDEMNATION

Section 10.1 Condemnation. If the entire Premises are taken by any public or quasi-public authority under power of eminent domain, or by agreement between Lessor and Lessee and those authorized to exercise such right, or if so much of the Premises are taken such that to require the use, reconstruction or remodeling of any part of the Premises, or the Premises cannot be substantively used by Lessee for the purposes for which they were used immediately before such taking, or if Lessor shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation (any such matters being hereinafter referred to as a "**Material Taking**"), Lessor shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred and eighty (180) days after the date of such Material Taking. If a taking occurs that is not a Material Taking, this Lease shall continue in full force and effect upon the terms, covenants, and conditions herein set forth, provided however, that the term "Premises" as used herein shall mean and refer to the remaining portion of the Premises ("**Partial Taking**"). In the event of any taking, each Party shall pursue, at its own cost and expense, in its respective individual and separate name and right, unless otherwise required by Law, such remedies and make such claims as each may have against the authority exercising such right of eminent domain. All payments made on account of any taking shall be made to Lessor first, and that Lessee, at its sole discretion, shall be entitled seek a separate award for any damages from the public authority allowable by law, including, but not limited to, those damages for: (i) the removal and relocation Lessee's business, (ii) the loss of goodwill, (iii) lost profits, (iv) the loss and/or damage to any property that Lessee elects or is required not to remove, and (v) for the loss of use of the Premises by Lessee; and Lessor shall have no right, title or interest in or to any separate award made therefore. It is agreed that Lessee shall have the right to participate in any settlement proceedings and that Lessor shall not enter into any binding settlement agreement that may affect Lessee's interests herein without the prior written consent of Lessee, which consent shall not be unreasonably withheld.

Section 10.2 Rent Resulting from a Taking. All Rent shall be apportioned as of the date of such termination, or the date of such Material Taking, whichever shall first occur. In the event of a Partial Taking, the Rent shall be proportionately abated.

Section 10.3 Condemnation Proceedings. Lessee and Lessor shall each have the right, at its own expense, to appear in any condemnation proceeding and to participate in any and all hearings, trials and appeals therein.

Section 10.4 Notice of Condemnation. If Lessor or Lessee receive notification of any proposed or pending condemnation proceeding affecting the Premises, the Party receiving such notification shall promptly notify, by Notice, the other Party.

ARTICLE XI
CASUALTY

Section 11.1 Fire and Casualty Damage. If the Premises shall be damaged by fire or other casualty ("casualty"), Lessor shall use available insurance proceeds to restore the same. Such restoration shall be to substantially the condition prior to the casualty, except for modifications

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required by zoning and building codes and other Laws. Lessor shall not be required to repair or replace any of Lessee's furniture, furnishings, fixtures or equipment. Upon notice from Lessor, Lessee shall assign or endorse over to Lessor (or to any party designated by Lessor) all property insurance proceeds payable to Lessee under Lessee's insurance with respect to any leasehold improvements performed by or for the benefit of Lessee; or Alterations that will be surrendered pursuant to the provisions of this Lease, provided if the estimated cost to repair such leasehold improvements or Alterations exceeds the amount of insurance proceeds received by Lessor from Lessee's insurance carrier, the excess cost of such repairs shall be paid by Lessee to Lessor prior to Lessor's commencement of repairs. Within fifteen (15) days of demand, Lessee shall also pay Lessor for any additional excess costs that are determined during the performance of the repairs to such leasehold improvements or Alterations. In no event shall Lessor be required to spend more for the restoration of the Premises than the proceeds received by Lessor, whether insurance proceeds or proceeds from Lessee. Lessor shall not be liable for any inconvenience or annoyance to Lessee or its visitors, or injury to Lessee's business resulting in any way from such damage or the repair thereof. However, Lessor shall allow Lessee a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease and not occupied by Lessee as a result thereof. Notwithstanding anything in this Article to the contrary, Lessee shall not have the right to terminate this Lease if the casualty was caused by the gross negligence or intentional misconduct of Lessee or Lessee's trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees, or agents. Notwithstanding the foregoing to the contrary, Lessor may elect to terminate this Lease by notifying Lessee in writing of such termination within sixty (60) days after the later of the date of damage or the date of settlement of the insurance claim (such termination notice to include a termination date providing at least ninety (90) days for Lessee to vacate the Premises), if the Premises shall be materially damaged by Lessee or its employees or agents, or if the building shall be damaged by fire or other casualty or cause such that: (a) repairs to the Premises and access thereto cannot reasonably be completed within three hundred and sixty-five days (365) after the casualty without the payment of overtime or other premiums, (b) more than twenty-five percent (25%) of the Premises is affected by the damage, and fewer than twenty-four (24) months remain in the Term, or any material damage occurs to the Premises during the last twelve (12) months of the Term, (c) the damage is not fully covered by Lessor's insurance policies, or (d) the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the building and/or Premises, (e) or the nature of such work would make the termination of this Lease necessary or convenient. Lessee agrees that Lessor's obligation to restore, and the abatement of Rent provided herein, shall be Lessee's sole recourse in the event of such damage, and waives any other rights Lessee may have under any applicable Law to terminate this Lease by reason of damage to the Premises.

ARTICLE XII
ASSIGNMENTS AND SUBLEASES

Section 12.1 Lessee's Right of Assignment or Sublease. Lessee shall be permitted to assign or sublease any portion of the Premises to an Affiliate without the consent of Lessor. Other than an Affiliate, Lessee shall be permitted to assign or sublease any portion of the Premises with the prior consent of Lessor, which shall not be unreasonably withheld, delayed, conditioned, or denied.

Section 12.2 Non-Disturbance. In the event of a mortgage foreclosure, conveyance in lieu of foreclosure or termination of any interest which is superior to the Lease, the Lease shall continue

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as a lease between Lessor's successor-in-interest and Lessee with the same force and effect as if Lessor's successors and Lessee had originally entered into the Lease and Lessee shall be permitted to remain in undisturbed possession, use and occupancy of the Premises, provided Lessee is not then in default under the Lease after the giving of notice and the expiration of the applicable grace or cure period as provided in the Lease.

ARTICLE XIII
RIGHTS RESERVED BY LESSOR

Section 13.1 Lessor's Rights of Access. Lessor shall have the right to access and examine the Premises at reasonable times during the Term, and upon no less than seventy-two (72) hours' notice (except during emergencies, when Lessor shall have immediate access to the Premises, if desired by Lessor), provided access does not materially conflict with Lessee's business operations:

13.1.1 to evaluate Lessee's compliance with the Lease;

13.1.2 to show the Premises to any mortgage or financing lenders;

13.1.3 to show the Premises to any insurer;

13.1.4 to address an emergency on the Premises, although Lessor shall have no obligation to address an emergency on the Premises;

Section 13.2 Financing. Lessor may take any action necessary or desirable to comply with the provisions of any Mortgage or otherwise encumber the Premises with a mortgage, deed of trust or other encumbrance related to financing/lending.

ARTICLE XIV
DEFAULT

Section 14.1 Default. Each of the following shall constitute a "Default" by Lessee hereunder:

14.1.1 a default by Lessee in the payment of any sums which Lessee is obligated to pay under the terms of this Lease if such default continues uncured for a period of fifteen (15) days after written notice from Lessor;

14.1.2 a default by Lessee in the performance of any of its obligations under this Lease (other than payment obligations) if such default is not cured within thirty (30) days after written notice thereof from Lessor;

14.1.3 an order under any insolvency, bankruptcy, or similar proceeding or the filing of a petition by or against Lessee in a bankruptcy court or court adjudicating insolvency of Lessee.

Section 14.2 Remedies for Default. If a Default shall occur, Lessor shall have the right to pursue any or all of the following remedies:

14.2.1 The right to cure such default at the cost and expense of Lessee. Payment or performance by Lessor of any of Lessee's obligations shall not waive or cure any breach occasioned by Lessee's failure or refusal to pay or perform same.

14.2.2 The right to damages, interest on any amounts due hereunder, and all costs of collecting such amounts or otherwise enforcing Lessor's rights under this Lease (including reasonable attorneys' fees and litigation costs); and

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14.2.3 All other remedies are available to Lessor at law or in equity.

Section 14.3 Additional Rights. No termination of this Lease pursuant to this Article shall relieve Lessee of any liability for damages arising from such breach or termination. In the event of a re-entry by Lessor pursuant to this Article, Lessor may relet the Premises, or any part thereof, from time to time, without further notice, for such term or terms, on such conditions and for such uses and purposes as Lessor, in its sole discretion, may determine, and Lessor may collect and receive all rents arising therefrom and apply the same, after deduction of all appropriate expenses (including reasonable broker's consultants and attorney's fees, if incurred and the expense of putting the Premises in reasonable condition), to the payment of the Rent payable hereunder, Lessee remaining liable for any deficiency. Lessor shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for the failure to collect any Rent connected therewith. Lessee, for itself, its successors and assigns, covenants and agrees to pay any and all costs incurred by Lessor in enforcing this Lease, including, without limitation, court costs, reasonable attorney's fees, and the costs and expenses of such attorneys. If Lessor cures any Default by Lessee in the payment or performance of any of its obligations under this Lease, such payment or performance by Lessor shall not waive or cure any breach occasioned by Lessee's failure or refusal to pay or perform same. Any sums expended by Lessor in curing any Lessee default shall be repaid within thirty (30) days after demand.

Section 14.4 Cumulative Remedies. Except as expressly limited by this Lease, the remedies provided under this Article are cumulative and are in addition to, and not in lieu of, all other remedies to which Lessor may be lawfully entitled at law or in equity in case of any default or threatened default of any provision of this Lease. The initiation of any remedy by Lessor shall not constitute or be deemed an election of remedies by it and Lessor may invoke two or more remedies hereunder concurrently or consecutively.

Section 14.5 Non-Waiver of Breach of Default. Any delay in declaring a default by Lessor, or any waiver of a breach of any of the provisions of this Lease by Lessor, shall not be deemed to be a waiver of any default or succeeding breach by Lessee. No waiver shall be implied by delay or any other act or omission of Lessor. Acceptance of Rent by Lessor shall not constitute a waiver of any breach by Lessee of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Lessor's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the full amount due.

Section 14.6 Lessor Default. If there should occur any default on the part of the Lessor in the performance of any conditions and covenants contained in the Lease, Lessee may serve a notice upon Lessor demanding to cure the default. Should the Lessor fail to cure its default under the Lease within ten (10) days of Lessee's notice, Lessee shall have the right to withhold any and all rent for as long as Lessor fails to cure the default. Lessee may also cure the Lessor's default and deduct the cost of curing the default against payments of Base Rent. Lessee may also withhold performance of any obligation under the Lease that is not inherently related to the health and safety of the occupants on the Premises or is not inherently related to Lessee's compliance with any Law. Lessee shall also have the right to terminate the Lease if Lessor fails to cure the default within thirty (30) days' notice. Additionally, if Lessee obtains a judgment against Lessor by a court of appropriate jurisdiction, Lessor shall pay Lessee's costs and attorneys' fees, together with any expert witness fees, incurred in connection with Lessee's actions in response to Lessor's default.

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Lessor and Lessee agree that if an attorney is consulted by Lessee in connection with a Lessor Default, $350.00 is a reasonable minimum sum per such occurrence for attorneys' fees in the preparation of a notice of a Lessor Default, and that Lessee may include the cost of such preparation, together with any and all costs of service of said notice, in its demand for damages resulting from a Lessor Default, which Lessor shall pay within thirty (30) days of Lessee's demand.

ARTICLE XV
TERMINATION AND SURRENDER

Section 15.1 Termination**.** This Lease shall automatically terminate at the end of the Term, or it may be sooner terminated based on other provisions of this Lease.

Section 15.2 Surrender. Lessee shall on the last day of the Term or upon any earlier termination of this Lease, well and truly surrender and deliver up the Premises to the possession and use of Lessor without fraud or delay, in good order and condition, free and clear of all lettings and occupancies and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by Lessor.

15.2.1 Lessee shall surrender all keys, any key cards, and any parking stickers or cards, to Lessor, and advise Lessor as to the combination of any locks or vaults then remaining in the Premises.

15.2.2 Not later than the last day of the Term, Lessee shall, at Lessee's expense, remove all Lessee's trade fixtures, personal property and any Lessee Improvements that were not intended become part of the Premises; and repair all injury done by or in connection with the installation or removal of said property and Improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee, Lessee's agents, servants, visitors, or licensees excepted.

15.2.3 All improvements, fixtures and other items in or upon the Premises (except trade fixtures and personal property belonging to Lessee), whether installed by Lessee or Lessor, shall be Lessor's property and shall remain upon the Premises, all without compensation, allowance or credit to Lessee. As requested by Lessor, Lessee shall sign and deliver to Lessor all reasonable documents and bill of sales to confirm and vest all right, title, and interest in and to all Lessee Improvements then existing at the Premises in Lessor. However, if prior to the expiration or earlier termination of this Lease or Lessee's right of possession of the Premises, or within thirty (30) days thereafter, Lessor so directs by notice, Lessee shall promptly remove such of the foregoing items as are designated in such notice and restore the Premises to the condition prior to the installation of such items; provided, Lessor shall not require removal of customary office improvements installed (except as expressly provided by Lessor in writing), or installed by Lessee with Lessor's written approval (except as expressly required by Lessor in connection with granting such approval). If Lessee shall fail to perform any repairs or restoration or fail to remove any items from the Premises required hereunder, Lessor may do so, and Lessee shall pay Lessor the cost thereof upon demand.

ARTICLE XVI
FORCE MAJEURE

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Section 16.1 Effect of Force Majeure Event. Lessor and Lessee shall be excused from performance of its obligations, if any, under this Lease and shall not be considered to be in default in respect to any such obligation hereunder to the extent such failure of performance shall be due to a Force Majeure Event.

Section 16.2 Notice of Force Majeure Event. If either Party's ability to perform its obligations, if any, under this Lease is affected by a Force Majeure Event, the affected Party shall (i) promptly notify the other Party upon the occurrence of any Force Majeure Event, which notice shall indicate the scope and cause of the Force Majeure Event and the anticipated period of such Force Majeure Event, (ii) promptly provide such available information about the Force Majeure Event as may be reasonably requested by the other Party and (iii) provide updated information regarding such Force Majeure Event from time to time as reasonably requested or periodically (but not less than once per month) until such Force Majeure Event ceases to exist.

Section 16.3 Scope of Force Majeure Event. The suspension of performance by the affected Party due to a Force Majeure Event shall be of no greater scope and no longer duration than that which is necessary. The affected Party shall use its commercially reasonable efforts to cure the cause(s) preventing its performance of its obligations under this Lease. When the affected Party is able to resume performance of its obligations under this Lease, it shall immediately give the other Party written notice to that effect and shall resume performance under this Lease as soon as practicable after such notice is delivered.

ARTICLE XVII
LIABILITY AND INDEMNIFICATION

Section 17.1 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER OR ARISING OUT OF ITS PERFORMANCE OR NON-PERFORMANCE OF THIS LEASE, WHETHER THE CLAIMS FOR SUCH DAMAGES ARE ACTIONABLE UNDER THIS LEASE, IN TORT OR IN EQUITY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO INDEMNIFICATION FOR THIRD-PARTY CLAIMS TO THE EXTENT SUCH THIRD PARTY SEEKS RECOVERY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. TO THE FULL EXTENT PERMITTED BY LAW, LESSOR AND LESSEE EACH WAIVES ALL RIGHT OF RECOVERY AGAINST THE OTHER FOR, AND AGREES TO THE RELEASE THE OTHER FROM LIABILITY FOR, LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE INSURANCE IN EFFECT AT THE TIME OF SUCH LOSS OR DAMAGE OR WOULD BE COVERED BY THE INSURANCE REQUIRED TO BE MAINTAINED UNDER THIS LEASE BY THE PARTY SEEKING RECOVERY, PROVIDED THIS SHALL NOT LIMIT THE INDEMNIFIED PARTY'S ABILITY TO RECOVER AGAINST THE INDEMNIFYING PARTY FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION MAINTAINED BY THE INDEMNIFIED PARTY IN CONNECTION WITH SUCH INSURANCE.

Section 17.2 Lessor Indemnification. Lessor shall at all times indemnify and save the Lessee harmless from and against all claims, demands, losses, costs, damages, actions suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any negligence of the Lessor (including its employees and invitees) or the Lessor's breach of any provision of this Lease.

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Section 17.3 Lessee Indemnification.Lessee shall at all times indemnify and save the Lessor harmless from and against all claims, demands, losses, costs, damages, actions suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any negligence of the Lessee (including its employees and invitees) or the Lessee's breach of any provision of this Lease.

Section 17.4 Survival. The obligations of Lessee under this Article shall survive any termination, expiration or rejection in bankruptcy of this Lease.

ARTICLE XVIII
REPRESENTATIONS

Section 18.1 Representations by Lessee. Lessee, as of the date of this Lease, makes the following representations and warranties, as the basis for the undertakings on Lessor's part herein contained:

18.1.1 Lessee is a duly organized Delaware, validly existing, and in good standing under the laws of the Premises State.

18.1.2 Lessee has the necessary power and authority to execute and deliver this Lease and perform its obligations hereunder.

18.1.3 The execution and delivery of this Lease by Lessee and the performance of its obligations hereunder have been duly authorized by all necessary corporate action on the part of Lessee and will not contravene any Applicable Law binding upon Lessee and will not contravene or result in a breach of or default under any indenture, mortgage, deed of trust, loan or credit agreement, operating agreement or other agreement or instrument to which it or Lessee's Affiliates are a party or by which they or their property are bound.

18.1.4 This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against it in accordance with its terms.

Section 18.2 Representations by Lessor. Lessor, as of the date of this Lease, makes the following representations and warranties, as the basis for the undertakings on Lessee's part herein contained:

18.2.1 Lessor is a corporation duly organized, validly existing and in good standing under the laws of the Premises State.

18.2.2 Lessor has the necessary power and authority to execute and deliver this Lease and perform its obligations hereunder.

18.2.3 The execution and delivery of this Lease by Lessor and the performance of its obligations hereunder have been duly authorized by all necessary corporate action on the part of Lessor and will not contravene any Applicable Law binding upon Lessor and will not contravene or result in a breach of or default under any indenture, mortgage, deed of trust, loan or credit agreement, corporate charter or other agreement or instrument to which it or Lessor Affiliates are a party or by which they or their property are bound.

18.2.4 This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against it in accordance with its terms.

18.2.5 The Premises is fully compliant and constructed in accordance with the Americans with Disabilities Act and all applicable regulations.

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ARTICLE XIX
MISCELLANEOUS PROVISIONS

Section 19.1 No Additional Relationship Created. This Lease shall not be construed to create or give rise to any partnership, joint venture, agency or other relationship between Lessor and Lessee other than that of lessor and lessee. Each Party shall be solely and individually responsible for its own covenants, obligations and liabilities as herein provided, and the Parties do not intend to create any joint, several or joint and several obligations to any third-party. Neither this Lease, nor any grant, lease or license related thereto, shall create or be construed to create any new entity, such as a partnership, association or joint venture.

Section 19.2 Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be: (i) personally delivered; (ii) transmitted by posted prepaid certified mail; (iii) transmitted by a recognized overnight courier service; or (iv) transmitted by electronic mail with a request for electronic receipt confirmation and accompanied by next day delivery of notice by one of the other methods set forth above, to the receiving Party as follows, as elected by the Party giving such notice

For Lessor

City of Halstead
303 Main Street
Halstead, Kansas 67056
Attn: City Manager

With a copy to:
Jantz Law Office
713 N Main St
Newton, KS 67114
Attn: Brad Jantz, Halstead City Attorney

For Lessee

BASF Agricultural Solutions US LLC
2 TW Alexander Drive
Durham, North Carolina 27713
Attn: Real Estate Department

With a copy to:
BASF Agricultural Solutions US LLC
100 Park Avenue
Florham Park, New Jersey 07932
Attn: Real Estate Counsel

Either Party may change its address for notice purposes by giving notice thereof to the other Parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

Section 19.3 Governing Law; Venue; Waiver of Jury Trial.

19.3.1 This Lease shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the Premises State without regard to the choice of law provisions thereof.

19.3.2 THE PARTIES AGREE THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE WILL BE INSTITUTED IN THE DISTRICT COURT OF THE COUNTY IN WHICH THE PREMISES IS SITUATED OR, AS APPLICABLE, THE FEDERAL DISTRICT COURT IN WHICH THE PREMISES IS SITUATED.

19.3.3 THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL FOR ANY LEGAL ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS

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LEASE. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED BY THIS LEASE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 19.4 Confidentiality. Lessor, on behalf of itself and Lessor's employees and agents agrees to retain any and all information received at, seen, or learned about, Lessee's operations, processes, materials, policies, products, business, technology, personnel, infrastructure, designs, documents as well as the Premises (collectively called "***Confidential Information***") in strict confidence and exercise all reasonable steps to safeguard the confidentiality of the Confidential Information and shall neither disclose nor use such Confidential Information.

Section 19.5 Severability. If any of the terms and conditions of this Lease is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any Governmental Authority having jurisdiction over the subject matter of this Lease, such contravention or invalidity shall not invalidate the entire Lease. Instead, this Lease shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the Parties as expressed in this Lease at the time of the execution of this Lease and of any amendments to this Lease.

Section 19.6 No Third-Party Beneficiaries. This Lease is for the sole benefit of the Parties hereto, and except as specifically provided herein, nothing in this Lease or any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a party to this Lease. Except as specifically provided herein, no Person not a Party hereto shall have any rights or interest, direct or indirect, in this Lease or the services to be provided hereunder, or both. The Parties specifically disclaim any intent to create any rights in any Person as a third-party beneficiary to this Lease or the services to be provided hereunder, or both.

Section 19.7 Offer. The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Lessor, but the solicitation of such an offer by Lessee. Lessee agrees that its execution of this Lease constitutes a firm offer to enter the same which may not be withdrawn for a period of thirty (30) days after delivery to Lessor (or such other period as may be expressly provided in any other agreement signed by the parties). During such period and in reliance on the foregoing, Lessor may, at Lessor's option (and shall, if required by applicable Law), deposit any security deposit and Rent, and proceed with any plans, specifications, alterations or improvements, and permit Lessee to enter the Premises, but such acts shall not be deemed an acceptance of Lessee's offer to enter this Lease, and such acceptance shall be evidenced only by Lessor signing and delivering this Lease to Lessee

Section 19.8 No Brokers. Lessor and Lessee each represent and warrant to the other that it has not dealt with any broker, salesman or other person who may be entitled to claim a broker's commission, finder's fee or other compensation in connection with the leasing of the Premises and it has no knowledge or information that any Party may or shall make such claim. Lessor and Lessee each shall defend, indemnify and hold harmless the other from and against any and all claims, loss, liability, cost, and expense (including reasonable attorneys' fees) resulting from any claim that may be made against the other by any broker or person claiming a commission, fee or other

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compensation by reason of this transaction, if the same shall arise from a breach of the foregoing representation or warranty.

Section 19.9 Time for Performance. If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the next succeeding day, which is not a Saturday, Sunday or legal holiday.

Section 19.10 Counsel and Construction. The Parties hereto acknowledge that they have had an adequate opportunity to review each and every provision contained in this Lease and that they have had the benefit of independent counsel with regard to this Lease. The Parties acknowledge further that this Lease has been prepared as a result of the joint efforts of the Parties and their respective counsel, including without limitation the waivers and indemnities in this Lease. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Lease.

Section 19.11 Counterparts. This Lease may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. Electronic signatures and scanned/facsimile signature pages transmitted electronically shall all be considered original signature pages for all purposes.

Section 19.12 Entire Agreement. This Lease, with Exhibits, represents the entire agreement of the Parties with respect to the subject matter hereof. No subsequent modification, amendment, or change in this Lease shall be binding unless reduced to writing and signed by both Lessor and Lessee.

[SIGNATURE PAGE(S) FOLLOW]

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease under seal, the day and year first above written.

LESSOR: CITY OF HALSTEAD (AS LESSOR)	**LESSEE: BASF AGRICULTURAL SOLUTIONS US LLC** (AS LESSEE)
By: _____	By: _____
Print Name:_____	Print Name:_____
Title: _____	Title:_____
Date:_____	Date:_____

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Exhibit A

The Premises – 503 Industrial Rd, Halstead, KS









CITY SPECIFIC

NON-AGENDA/ MISCELLANEOUS

INFORMATION & MATERIALS



National Natural Gas Utility Workers' Day

WHEREAS, As a way to recognize natural gas utility workers for their hard work and accomplishments, in 2015 The American Public Gas Association began recognizing March 18 as Natural Gas Utility Workers' Day; and,

WHEREAS, Natural gas utility workers provide one of the most valuable assets – natural gas utility; and,

WHEREAS, Safety is a vital aspect to natural gas distribution and employees of distribution companies endeavor to make natural gas delivery as safe as possible; and,

WHEREAS, Natural gas utility workers are essential responders during storms like the recent arctic weather event, where they worked through brutal conditions to prevent even a single Kansas outage; now,

NOW, THEREFORE, I, Gary Faelber, Mayor of the City of Halstead do hereby proclaim March 18, 2026 as National Natural Gas Utility Workers' Day in recognition of the dedication of these workers to our community.

SIGNED:

_____

Gary Faelber, Mayor

ATTEST:

_____

Julie L. Wait, City Clerk

BUDGETED FUNDS SUMMARY
through February 28, 2026

Fund	{Fund #}	Budget	Rev YTD	Exp for Month	Exp YTD	Exp/Budget	Exp/Rev	Rev/Budget	Budget Bal.	Cash Bal.	*Prior Year Cash Bal.*	*Diff between CY v. PY*
General Fund	{1}	$ 4,382,500	$ 1,898,287	$ 250,368	$ 459,248	10.5%	24.2%	43.3%	$ 3,923,252	$ 1,439,039	$ 1,687,225	($248,186)
VIN Insepctions	{3}	$ 24,679	$ 26,133	$ -	$ -	0.0%	0.0%	105.9%	$ 24,679	$ 26,133	$ 32,159	($6,027)
Special Liability	{4}	$ 175,000	$ 126,275	$ -	$ 110,000	62.9%	87.1%	72.2%	$ 65,000	$ 16,275	$ 14,231	$2,044
Special Park & Rec	{10}	$ 2,305	$ 1,502	$ -	$ -	0.0%	0.0%	65.2%	$ 2,305	$ 1,502	$ 1,006	$497
Library	{14}	$ 184,000	$ 68,434	$ 5,426	$ 50,418	27.4%	73.7%	37.2%	$ 133,582	$ 18,016	$ 10,999	$7,017
Bond & Interest	{16}	$ 480,500	$ 284,256	$ 2,194	$ 2,194	0.5%	0.8%	59.2%	$ 478,306	$ 282,062	$ 255,422	$26,640
Water	{17}	$ 1,168,181	$ 487,668	$ 70,530	$ 129,606	11.1%	26.6%	41.7%	$ 1,038,575	$ 358,062	$ 453,914	($95,852)
Stormwater	{18}	$ 34,592	$ 17,438	$ 1,250	$ 2,502	7.2%	14.3%	50.4%	$ 32,090	$ 14,936	$ 21,620	($6,684)
MFA/Opioid Settlement	{23}	$ 15,719	$ 16,116	$ -	$ -	0.0%	0.0%	102.5%	$ 15,719	$ 16,116	$ 12,463	$3,653
Wastewater	{26}	$ 596,118	$ 226,995	$ 25,384	$ 61,742	10.4%	27.2%	38.1%	$ 534,376	$ 165,253	$ 134,151	$31,101
Gas	{28}	$ 2,011,506	$ 549,589	$ 184,741	$ 394,062	19.6%	71.7%	27.3%	$ 1,617,444	$ 155,527	$ 261,238	($105,710)
Refuse	{29}	$ 224,090	$ 90,331	$ 13,618	$ 27,759	12.4%	30.7%	40.3%	$ 196,331	$ 62,572	$ 68,927	($6,355)
Special Street & HWY	{31}	$ 140,192	$ 96,732	$ -	$ -	0.0%	0.0%	69.0%	$ 140,192	$ 96,732	$ 104,711	($7,979)
Sales Tax Revenue	{45}	$ 153,000	$ 25,184	$ 25,184	$ 25,184	16.5%	100.0%	16.5%	$ 127,816	$ -	$ -	$0
TOTALS		*$9,592,382*	*$3,889,755*	*$578,696*	*$1,237,530*	*12.9%*	*31.8%*	*40.6%*	*$8,354,852*	$ 2,652,225	$ 3,045,603	($393,378)

Actual Compared to Budgeted Carryover into 2026 (audited)

Fund	{Fund #}	Projected 2025 YE Cash	Actual 2025 YE Cash	Difference (Fav or UnFav)
General Fund	{1}	$ 786,638	$ 963,982	$177,344
VIN Fund	{3}	$ 14,679	$ 24,213	$9,534
Special Liabilit	{4}	$ 70,803	$ 68,567	($2,236)
Special Park/R	{10}	$ 905	$ 1,502	$597
Library	{14}	$ 1,218	$ 5,600	$4,382
Bond & Interes	{16}	$ 125,479	$ 122,746	($2,733)
Water	{17}	$ 317,901	$ 344,104	$26,203
Stormwater	{18}	$ 10,292	$ 13,634	$3,342
MFA/Opioid	{23}	$ 13,519	$ 16,116	$2,597
Wastewater	{26}	$ 136,118	$ 145,724	$9,606
Gas*	{28}	$ 169,506	$ 164,962	($4,544)
Refuse	{29}	$ 42,890	$ 58,309	$15,419
Special Street/I	{31}	$ 84,772	$ 82,219	($2,553)
Sales Tax Rev	[45]	$ -	$ -	$0
			total=	$236,957

Notes:

Funds adjusted for Revenue Reimbursements, by subtracting reimb amounts in both "Rev YTD" and "Exp YTD".

2004 = Street Lighting, Cemetery, Employee Benefits, and Flood Control Maintenance absorbed into General Fund

2015 = VIN monies taken out of General Fund to comply with state law, new VIN Fund created

2020 = Rec Tax Fund discontinued due to disbanding of Rec Commission, absorbed by General Fund

2024 = General Fund idle funds CD/investment accounted for in Fund 01 instead of separate fund (Fund 02)

company/data/budgetmonthly/budsmXXXXXX(date)

CITY EQUIPMENT FUND AND CAPITAL IMPROVEMENT FUND - SUMMARY TOTALS			
2/28/2026			
CITY EQUIPMENT FUND			
Police	$63,952		
Law Enforcement Memorial	$670		
Fire	$50,962		
Fire Memorial	$17,251		
EMS	$213,916		
EMS Memorial	$6,810		
Parks and Recreation	$113,524		
Golf	$16,046		
Golf Memorial	$1,650		
Mausoleum	$52,845		
Maintenance/Admin and Other	$292,198		
Total	**$829,824**		
CAPITAL IMPROVEMENT FUND			
Misc Projects	$380,501		
Sales Tax/Quality of Life Projects	$309,837		
Road Improvement Projects	$405,220		
Total	**$1,095,558**		
Company/data/spredsht/CEF-CIF SS/cef22XXSumm			