City of Bonner Springs
KANSAS

Monday, July 13, 2026
200 East Third Street, Bonner Springs, KS 66012
Bonner Springs City Hall
Council Chambers

WORKSHOP MEETING - 6:30 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP - 6:30 P.M.

1. Budget Worksession - All Tax Levy Funds - General Fund, Library, & Debt Service

Action

Recommendation

Documents:

CITY COUNCIL MEETING - 7:30 P.M.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. (COPIES OF MATERIAL PRESENTED TO THE CITY COUNCIL MUST ALSO BE PROVIDED TO THE CITY CLERK.)

This item is for comments and questions from the audience about items that are not included on today's agenda.

CONSENT AGENDA

1. Minutes of the June 22, 2026 City Council Meeting

Action	Make a motion to approve the minutes of the June 22, 2026, City Council meeting as presented.

Documents:

1. 06222026 CCM Minutes

2. Minutes of the July 7, 2026, City Council Budget Workshop

Action	Make a motion to approve the minutes of the July 7, 2026, City Council Budget Workshop as presented.

Documents:

1. 07072026 CCM Minutes

3. Claims for City Operations

Action	Make a motion to approve the claims for City operations as presented.
Recommendation	Staff recommends approval.

Documents:

1. SUPP Check Register
2. SUPP Expense Approval Report
3. Main Check Register
4. Main Expense Approval Report
5. Refund Check Register

4. Public Use Request - Tiblow Trot

Action	Make a motion to approve the public use request for the 48th annual Tiblow Trot on Saturday, August 29, 2026
Recommendation	Staff recommends approval.

Documents:

1. Public Use Request - Tiblow Trot 2026

5. Public Use Request - Tiblow Days

Action	Make a motion to approve the public use request for Tiblow Days as presented.

Recommendation Staff recommends approval.

Documents:
1. Public Use Request - Tiblow Days 2026

OLD BUSINESS

1. MC-01-26 - Municipal Code Amendment — Storage Container Regulations

Action **Option 1** - Make a motion to adopt an ordinance to amend the Municipal Code of Bonner Springs to allow storage containers to be utilized in all zoning districts, with regulations in place to determine setback distances, screening and other requirements.
Option 2 - Make a motion to adopt an ordinance to amend the Municipal Code of Bonner Springs to allow storage containers in some commercial, and all industrial zoning districts, keeping current residential district regulations.

Recommendation Staff recommends approval.

Documents:
1. Storage Containers Option 1 - All Zoning Districts - Legislative Format
2. Proposed Ordinance - Storage Containers - All Zoning Districts
3. Storage Containers Option 2 - Commercial & Industrial Only - Legislative format
4. Proposed Ordinance - Storage Containers - Commercial and Industrial Zoning Districts Only
5. StorageContainerImages

NEW BUSINESS

1. Ordinance Authorizing the Issuance of Industrial Revenue Bonds for The 120 on Oak

Action Make a motion to adopt an ordinance authorizing the City to issue Industrial Revenue Bonds and authorize the execution of documents in connection with the issuance of the bonds.

Recommendation Staff and bond counsel recommend approval.

Documents:
1. Ordinance Authorizing Issuance - Bonner Springs, KS - IRB, The 120 on Oak Apartments - The 120 Society - 2026
2. Trust Indenture - Bonner Springs, KS - IRB, The 120 on Oak Apartments - The 120 Society - 2026
3. Lease - Bonner Springs, KS - IRB, The 120 on Oak Apartments - The 120 Society - 2026
4. Bond Purchase Agreement (BPA) - Bonner Springs, KS - IRB, The 120 on Oak Apartments - The 120 Society - 2026
5. Base Lease Agreement - Bonner Springs, KS - IRB, The 120 on Oak Apartments - The 120 Society - 2026

2. Approve Notice of Revenue Neutral Rate Hearing and Schedule Public Hearing to Exceed the Revenue Neutral Rate

Action Make a motion authorizing City staff to notify the County Clerks of the City's intent to exceed the Revenue Neutral Rate:
a.) maintaining the current mill levy rate of 37.993; ***OR***
b.) raising the mill levy rate to 38.993
and set a Public Hearing for September 8, 2026, to hear comments on exceeding the Revenue Neutral Rate.

Recommendation Staff recommends approval.

Documents:

REPORTS

1. City Manager's Report

Documents:
1. City Managers Update 7-10-26
2. 7.1.26PendingPlanningProjects
3. 7.1.26CompletedPlanningProjects
4. InCode Building Permit Report
5. InCode Code Enforcement Report

2. City Council Items

3. Mayor's Report

ADJOURNMENT

1. Adjournment

Action Recommendation	Make a motion to adjourn the City Council meeting at ____ p.m.

Documents:

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From:

Subject: Budget Worksession - All Tax Levy Funds - General Fund, Library, & Debt Service

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Recommendation:

Action:

Background:

Discussion:

Financial Impact:

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the June 22, 2026 City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes of the June 22, 2026, City Council meeting as presented.

Background:

Discussion:

Financial Impact:

City of Bonner Springs
KANSAS

City Council Meeting Minutes
June 22, 2026

WORKSHOP – 7:00 P.M.

Council Present: Councilmembers Shannon, Kipp, Gurley, Wood, Blanks, Long, McMahan and Reeves. Mayor Stephens was absent. Council President Gurley led the meeting.

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Carrie Handy, Assistant City Manager; James Zeeb, Fire Chief; Michael Kelling, Police Captain; Matt Beets, Public Works Director.

2026 Streets Program Plan - The Public Works Director reviewed the plans for street work for 2026.

CITY COUNCIL MEETING - 7:30 P.M.

Council Present: Councilmembers Shannon, Kipp, Gurley, Wood, Blanks, Long, McMahan and Reeves. Mayor Stephens was absent. Council President Gurley led the meeting.
City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Carrie Handy, Assistant City Manager; James Zeeb, Fire Chief; Michael Kelling, Police Captain; Matt Beets, Public Works Director; Justine Spease, Recreation Director and Tatum Bartels, Recreation Coordinator.

Council President Gurley led the Pledge of allegiance and Jim Jenkins, VFW Chaplain, gave an invocation.

PRESENTATIONS –
Proclamation - National Parks & Recreation Month - The Council President presented a proclamation to recreation department staff members and the Recreation and Open Spaces Advisory committee chairperson, in recognition of National Parks and Recreation Month.

Waste Management Update - John Blessing, WM, presented a review of the first year of the new contract:
Blessing reported that Kansas City, KS is following our lead and is currently transitioning to carts.
He reported the changeover to the cart system in Bonner Springs has been successful and has resulted in significantly fewer reports of service issues.
Blessing highlighted that the first annual increase was less than anticipated based on the CPI.
WM helped staff execute first ever dumpster days successfully.
WM captures the natural gas occurring at the landfill and uses it to run the fleet trucks.
WM started a pollinator garden and has been certified as a monarch butterfly way station.
Councilmember Long indicated customer service can be difficult to get hold of.
Councilmember Blanks would like to look at weekly recycling service in the future.
Councilmember Reeves asked for a tour of the natural gas capturing facility.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA – None presented

CONSENT AGENDA –

1. Minutes of the June 8, 2026 City Council Meeting
2. Claims for City Operations
3. Public Use Request - Vaughn Trent Community Services Fundraiser
   Blanks moved and Shannon seconded, to approve the consent agenda as presented. Unanimous approval.

OLD BUSINESS - None presented

NEW BUSINESS -

1. **Resolution to Terminate the City's Industrial Revenue Bonds for the Sterling Screen Printing, Inc./DRI INK LLC Project (Series 2006 and Series 2012)** - Shannon moved and Long seconded, to adopt a resolution authorizing the City to execute a special warranty deed, a release of real estate, and other release documents and to take certain other actions to effect the option to purchase the project pursuant to the lease in connection with the City’s aggregate principal amount of $890,000 industrial revenue bonds series 2006, and the City’s aggregate principal amount of $1,000,000 industrial revenue bonds series 2012, Sterling Screen Printing, Inc./DRI INK LLC Project. Unanimous approval. Assigned Resolution No. 2026-08.

REPORTS

City Manager's Report - The city manager reported the next holiday closure will be Friday, July 3, for Independence Day. Trash collection will not be impacted by the holiday.
City staff received the information needed from the county for the budget. The city manager sent an email asking everyone's availability to reschedule a budget meeting.
The Kansas Housing Resources Corporation announced they have additional, unused funds available. Staff may present an item to the city council at a future meeting to work with The 120 on Oak, if they are awarded funds.

City Council Items

- McMahan stated he was not able to attend the ground-breaking ceremony, but heard it went well.
- Wood thanked everyone who works on, and manages things in the city.
- Blanks thanked everyone who attended the business appreciation lunch. The Jerry Lee Jarrett Life Center is holding a fundraising fish fry on Saturday. Bonner Blast is Thursday. Vaughn Trent Community Services is holding a fundraising hotdog lunch on Friday, July 10, from 11am -1pm.
- Reeves stated he has seen pedestrians on Metropolitan walking for exercise and is concerned about their safety. He asked if the road can be restricted from pedestrians.
- Gurley stated the empty lot between Auto Zone and Goodwill, has a strip that is not being mowed. Gurley reminded everyone that Thursday night will be full of music, including the City Band concert.
- Blanks stated the police department posted a graphic about e-scooters, e-bikes and e-motos; she asked for a workshop on that topic. The city manager stated the police department is currently focused on education with kids and parents about e-bikes, etc.

Mayor's Report- No additional report presented in Mayor Stephens’ absence.

ADJOURNMENT – Wood moved and Reeves seconded to adjourn the city council meeting at 8:02 p.m. Unanimous approval.

____________________________ Christina Brake, City Clerk

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the July 7, 2026, City Council Budget Workshop

Recommendation:

Action: Make a motion to approve the minutes of the July 7, 2026, City Council Budget Workshop as presented.

Background:

Discussion:

Financial Impact:

City of Bonner Springs
KANSAS

City Council Budget Workshop Meeting Minutes
July 7, 2026

BUDGET WORKSHOP – 6:45 P.M.

Council Present: Mayor Stephens**,** Councilmembers Shannon, Wood, McMahan, Blanks, Long and Reeves.

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Carrie Handy, Assistant City Manager; Tilie LaPlante, Finance Director; James Zeeb, Fire Chief; Mike Roe, Deputy Fire Chief; Megan Gilliland, Economic Development Manager; Mark Lee, Community Development Director; Matt Beets, Public Works Director; Jack Granath, Library Director; Justine Spease, Recreation Director; Kirk Reimer, System Administrator

PRESENTATIONS – BUDGET WORKSHOP FINANCIAL OUTLOOK

The City Manager and Finance Director presented a review of the general fund reserve, reviewed the goal of the city's budget, gave on overview of challenges for the upcoming budget, and changes in the community that impact the budget.

ADJOURNMENT – The mayor adjourned the budget workshop at 7:55 p.m.

____________________________ Christina Brake, City Clerk

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Debbi Stanton

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

Action: Make a motion to approve the claims for City operations as presented.

Background: Staff enclosed the supplement claims for City operations in the amount of $218,139.88 and the regular claims in the amount of $658,504.83 and utility refunds in the amount of $84.04.

Discussion:

Financial Impact:

Check Register

Bonner Springs, KS

Packet: APPKT01152 - 07-01-2026 Supplement Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12736	ALDEN-HARRINGTON FUNERAL HOM	07/01/2026	Regular	0.00	50.00	159274
5615	AT&T	07/01/2026	Regular	0.00	308.72	159275
11698	AT&T	07/01/2026	Regular	0.00	602.64	159276
2470	ATMOS ENERGY	07/01/2026	Regular	0.00	314.71	159277
13289	AVA CALDWELL	07/01/2026	Regular	0.00	812.55	159278
12687	BONNER SPRINGS LIBRARY	07/01/2026	Regular	0.00	212,349.37	159279
10964	EVERGY FKA KCP&L	07/01/2026	Regular	0.00	494.09	159280
10964	EVERGY FKA KCP&L	07/01/2026	Regular	0.00	102.55	159281
10942	EVERGY KANSAS CENTRAL INC FKA V	07/01/2026	Regular	0.00	107.77	159282
7296	HEATHER PATE	07/01/2026	Regular	0.00	1,619.50	159283
12835	LEAF CAPITAL FUNDING LLC	07/01/2026	Regular	0.00	363.07	159284
9879	MAINSTREET CREDIT UNION	07/01/2026	Regular	0.00	885.00	159285
13032	MAPS INC	07/01/2026	Regular	0.00	37.88	159286
10030	QUALITY SPEAKS LLC	07/01/2026	Regular	0.00	92.03	159287

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	14	0.00	218,139.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	20	**14**	**0.00**	**218,139.88**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	218,139.88
			218,139.88

Bonner Springs, KS

Expense Approval Report
By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12736 - ALDEN-HARRINGTON FUNERAL HOME INC				
ALDEN-HARRINGTON FUNERA...	0006872	06/16/2026	Plant - Harrington	50.00
			Vendor 12736 - ALDEN-HARRINGTON FUNERAL HOME INC Total:	**50.00**
Vendor: 11698 - AT&T				
AT&T	957107115	07/01/2026	FIBER OPTICS SERVICE-6/11/26-7/10/26	200.88
AT&T	957107115	07/01/2026	FIBER OPTICS SERVICE-6/11/26-7/10/26	200.88
AT&T	957107115	07/01/2026	FIBER OPTICS SERVICE-6/11/26-7/10/26	200.88
			Vendor 11698 - AT&T Total:	**602.64**
Vendor: 5615 - AT&T				
AT&T	0790469593-062526	07/01/2026	SPECIAL CIRCUITS AND ALARMS 6/25/26-7/24-26	34.72
AT&T	0790469593-062526	07/01/2026	SPECIAL CIRCUITS AND ALARMS	134.00
AT&T	0790469593-062526	07/01/2026	SPECIAL CIRCUITS AND ALARMS	140.00
			Vendor 5615 - AT&T Total:	**308.72**
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	3066672954-jULY	07/01/2026	GAS SERVICE 5/19/26-6/17/26	231.50
ATMOS ENERGY	4007868157-July	07/01/2026	GAS SERVICE 5/19/26-6/17/26	83.21
			Vendor 2470 - ATMOS ENERGY Total:	**314.71**
Vendor: 13289 - AVA CALDWELL				
AVA CALDWELL	6-18-2026PR	07/01/2026	Replace Dir Dep 06-18-2026	847.55
AVA CALDWELL	6-18-2026PR	07/01/2026	Returned Direct Deposit Fee	-35.00
			Vendor 13289 - AVA CALDWELL Total:	**812.55**
Vendor: 12687 - BONNER SPRINGS LIBRARY				
BONNER SPRINGS LIBRARY	0006998	07/01/2026	LV CO TAX DISTRIBUTION	69.19
BONNER SPRINGS LIBRARY	0006998	07/01/2026	JO CO TAX DISTRIBUTION	6,367.78
BONNER SPRINGS LIBRARY	0006998	07/01/2026	WY CO TAX DISTRIBUTION	205,912.40
			Vendor 12687 - BONNER SPRINGS LIBRARY Total:	**212,349.37**
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	2483172149-June	07/01/2026	949 N 142ND ST 5/17/26-6/16/26	20.28
EVERGY FKA KCP&L	5302265559-June	07/01/2026	SIREN 631 N 126TH ST 5/17/26-6/16/26	29.25
EVERGY FKA KCP&L	6437732313-June	07/01/2026	12730 STATE 5/17/26-6/16/26	416.35
EVERGY FKA KCP&L	7104262614-June	07/01/2026	13051 Elizabeth Ave 5/17/26-6/16/26	102.55
EVERGY FKA KCP&L	9359442971-June	07/01/2026	SIREN 708 S 122ND ST 5/17/26-6/16/26	28.21
			Vendor 10964 - EVERGY FKA KCP&L Total:	**596.64**
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC...	7244365474B-July	07/01/2026	FLOODLIGHT- CH LOT 5/8/26 - 6/4/26	64.85
EVERGY KANSAS CENTRAL INC...	7244365474July	07/01/2026	FLOODLIGHT- CH LOT 5/8/26 - 6/4/26	42.92
			Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:	**107.77**
Vendor: 7296 - HEATHER PATE				
HEATHER PATE	0006999	07/01/2026	Reimbursement- FBI Natl Academy	1,619.50
			Vendor 7296 - HEATHER PATE Total:	**1,619.50**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12835 - LEAF CAPITAL FUNDING LLC				
LEAF CAPITAL FUNDING LLC	20439208	07/01/2026	Ascent Water Unit	80.00
LEAF CAPITAL FUNDING LLC	20478157	07/01/2026	Kyocera Copiers due 7/17	283.07
			Vendor 12835 - LEAF CAPITAL FUNDING LLC Total:	**363.07**
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	07-03-2026	07/01/2026	PAYROLL FOR 07/03/2026	885.00
			Vendor 9879 - MAINSTREET CREDIT UNION Total:	**885.00**
Vendor: 13032 - MAPS INC				
MAPS INC	593948	07/01/2026	Printer Service 5/13/26-6/12/26	37.88
			Vendor 13032 - MAPS INC Total:	**37.88**
Vendor: 10030 - QUALITY SPEAKS LLC				
QUALITY SPEAKS LLC	7818999	07/01/2026	Telephone	92.03
			Vendor 10030 - QUALITY SPEAKS LLC Total:	**92.03**
			Grand Total:	**218,139.88**

Check Register

Bonner Springs, KS

Packet: APPKT01157 - 07-07-2026 Main Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
13303	ADREA WARREN	07/07/2026	Regular	0.00	45.00	159288
13111	AEL INC	07/07/2026	Regular	0.00	278.08	159289
13311	ALBERT SHARP	07/07/2026	Regular	0.00	370.00	159290
11999	ALL COPY PRODUCTS INC	07/07/2026	Regular	0.00	670.49	159291
10078	AMAZON CAPITAL SERVICES INC	07/07/2026	Regular	0.00	3,991.32	159292
	Void	07/07/2026	Regular	0.00	0.00	159293
11959	AMERICAN DIGITAL SECURITY LLC	07/07/2026	Regular	0.00	70,338.78	159294
13304	ASHLEY MCGEE	07/07/2026	Regular	0.00	300.00	159295
3303	ASPHALT SALES CO INC	07/07/2026	Regular	0.00	578.28	159296
3664	AUSTIN SALES INC	07/07/2026	Regular	0.00	2,785.66	159297
9842	AUTOZONE	07/07/2026	Regular	0.00	42.66	159298
10015	AXON ENTERPRISES INC	07/07/2026	Regular	0.00	9,266.51	159299
12638	BAILEY TRAINING AND SUPPORT LLC	07/07/2026	Regular	0.00	490.00	159300
2798	BONNER SPRINGS AUTO REPAIR LLC	07/07/2026	Regular	0.00	141.31	159301
8191	BONNER TREATS LLC	07/07/2026	Regular	0.00	2,500.00	159302
13295	BONNIE LEHNEN	07/07/2026	Regular	0.00	12.00	159303
13178	BRENNTAG SOUTHWEST INC	07/07/2026	Regular	0.00	2,433.00	159304
13250	BRIDGE BROTHERS INC	07/07/2026	Regular	0.00	47,968.00	159305
12691	C&B EQUIPMENT MIDWEST INC	07/07/2026	Regular	0.00	1,078.58	159306
13291	CAN PLAY	07/07/2026	Regular	0.00	1,000.00	159307
13299	CARI KELLY	07/07/2026	Regular	0.00	4.00	159308
12834	CHALLENGER TEAMWEAR LLC	07/07/2026	Regular	0.00	19.00	159309
13301	CHEYENNE LUTH	07/07/2026	Regular	0.00	150.00	159310
13298	CINDY KELLY	07/07/2026	Regular	0.00	4.00	159311
10027	CINTAS	07/07/2026	Regular	0.00	1,307.90	159312
11655	CINTAS CORPORATION NO 2	07/07/2026	Regular	0.00	925.54	159313
13094	CLINICAL ASSOCIATES, PA	07/07/2026	Regular	0.00	613.50	159314
11908	CMRS-FP	07/07/2026	Regular	0.00	800.00	159315
12452	COGENT INC	07/07/2026	Regular	0.00	5,433.32	159316
7888	COGENT INC	07/07/2026	Regular	0.00	2,849.94	159317
12681	COLEMAN EQUIPMENT INC	07/07/2026	Regular	0.00	231.60	159318
12725	CONRAD FIRE EQUIPMENT INC	07/07/2026	Regular	0.00	8,024.66	159319
12689	CORE & MAIN LP	07/07/2026	Regular	0.00	7,831.31	159320
13080	DAVIN ELECTRIC, INC	07/07/2026	Regular	0.00	8,700.00	159321
12684	DEFFENBAUGH INDUSTRIES INC	07/07/2026	Regular	0.00	11,914.85	159322
13276	DELAWARE LLC	07/07/2026	Regular	0.00	345.00	159323
12791	DESTINEY WOOD	07/07/2026	Regular	0.00	100.00	159324
12449	DH PACE COMPANY	07/07/2026	Regular	0.00	115,562.00	159325
10263	ED M FELD EQUIPMENT COMPANY,	07/07/2026	Regular	0.00	9,320.00	159326
7142	EDWARDS CHEMICALS INC	07/07/2026	Regular	0.00	3,754.00	159327
11557	ELECTRONIC CONTRACTING COMPA	07/07/2026	Regular	0.00	1,478.57	159328
13305	ELISE FINGER	07/07/2026	Regular	0.00	200.00	159329
10220	EVERLASTING SIGN INC	07/07/2026	Regular	0.00	197.87	159330
4342	FELDMANS	07/07/2026	Regular	0.00	762.27	159331
12318	FIRST ARRIVING IO INC	07/07/2026	Regular	0.00	575.35	159332
7108	FOLEY INDUSTRIES	07/07/2026	Regular	0.00	685.76	159333
7858	GALLS LLC	07/07/2026	Regular	0.00	61.23	159334
10924	GO CAR WASH MANAGEMENT CORF	07/07/2026	Regular	0.00	120.00	159335
7383	GREAT PLAINS SOCIETY FOR PREVEN	07/07/2026	Regular	0.00	670.00	159336
1532	GT DISTRIBUTORS INC	07/07/2026	Regular	0.00	1,328.75	159337
4804	HASTY AWARDS	07/07/2026	Regular	0.00	130.02	159338
1089	HAWKINS INC	07/07/2026	Regular	0.00	9,564.66	159339
4275	HAYNES EQUIPMENT CO INC	07/07/2026	Regular	0.00	12,971.79	159340
12771	HEATHER LANDON	07/07/2026	Regular	0.00	1,783.33	159341

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12019	HEIDI SNYDER	07/07/2026	Regular	0.00	100.00	159342
7242	HELGET GAS PRODUCTS INC	07/07/2026	Regular	0.00	166.67	159343
10326	HUBER & ASSOCIATES INC	07/07/2026	Regular	0.00	14,730.00	159344
12286	ICON SHELTER SYSTEMS, INC	07/07/2026	Regular	0.00	22,638.95	159345
10304	INSTITUTE FOR BUILDING TECHNOLO	07/07/2026	Regular	0.00	11,772.50	159346
3289	J & D EQUIPMENT INC	07/07/2026	Regular	0.00	440.37	159347
13309	JENNIFER PHILLIPS	07/07/2026	Regular	0.00	100.00	159348
10069	JERRY'S NURSERY & LANDSCAPING, I	07/07/2026	Regular	0.00	70.00	159349
0359	JIM'S LOCK & SAFE SERVICE INC	07/07/2026	Regular	0.00	100.00	159350
13297	JOANN NILGES	07/07/2026	Regular	0.00	4.00	159351
13307	JOANNA PHOENIX	07/07/2026	Regular	0.00	150.00	159352
12758	KANSAS FIBER NETWORK LLC	07/07/2026	Regular	0.00	1,365.00	159353
10555	KBI LAB	07/07/2026	Regular	0.00	400.00	159354
12949	KCJP	07/07/2026	Regular	0.00	5,970.46	159355
13300	KELLY JOHNSON	07/07/2026	Regular	0.00	150.00	159356
3517	KEY EQUIPMENT & SUPPLY CO	07/07/2026	Regular	0.00	2,954.64	159357
12990	KILEY BUBLITZ	07/07/2026	Regular	0.00	100.00	159358
11728	LABAN CONTRACTING LLC	07/07/2026	Regular	0.00	400.00	159359
	Void	07/08/2026	Regular	0.00	0.00	159360
13296	LAURIE JOHNSON	07/08/2026	Regular	0.00	12.00	159361
3030	LEAGUE OF KANSAS MUNICIPALITIES	07/08/2026	Regular	0.00	20.00	159362
8009	LIFE-ASSIST, INC	07/08/2026	Regular	0.00	100.00	159363
12881	LK POWER SYSTEMS LLC	07/08/2026	Regular	0.00	2,444.49	159364
11619	LLOYD HAROLD LLC	07/08/2026	Regular	0.00	250.00	159365
1836	LOWE'S CREDIT SERVICES	07/08/2026	Regular	0.00	1,495.79	159366
13032	MAPS INC	07/08/2026	Regular	0.00	30.96	159367
7347	MCGUIRE ELECTRIC LLC	07/08/2026	Regular	0.00	10,508.14	159368
6137	METRO COURIER INC	07/08/2026	Regular	0.00	33.93	159369
13219	MICHAEL SCHUDY	07/08/2026	Regular	0.00	690.00	159370
3759	MIDWEST BUS SALES INC	07/08/2026	Regular	0.00	1,020.57	159371
8001	MIDWEST PUBLIC RISK	07/08/2026	Regular	0.00	115,512.00	159372
5116	MILLER SIGN SHOPPE LLC	07/08/2026	Regular	0.00	22,600.00	159373
6849	MJV-A LLC	07/08/2026	Regular	0.00	118.13	159374
7206	NATIONAL INSURANCE MARKETING	07/08/2026	Regular	0.00	2,446.82	159375
13274	NORTH AMERICA FIRE EQUIPMENT (	07/08/2026	Regular	0.00	822.28	159376
12682	O'REILLY AUTOMOTIVE INC	07/08/2026	Regular	0.00	50.97	159377
11816	OTIS ELEVATOR COMPANY	07/08/2026	Regular	0.00	1,913.00	159378
11541	PEREGRINE CORPORATION	07/08/2026	Regular	0.00	1,302.69	159379
3531	PERRY AND TRENT LLC	07/08/2026	Regular	0.00	7,999.00	159380
13312	PIPER SWIM TEAM	07/08/2026	Regular	0.00	250.00	159381
12700	POMP'S TIRE SERVICE INC	07/08/2026	Regular	0.00	1,782.98	159382
7889	PREMIER AUTOMOTIVE OF BS LLC	07/08/2026	Regular	0.00	275.00	159383
10030	QUALITY SPEAKS LLC	07/08/2026	Regular	0.00	86.96	159384
11773	RONALD TILDEN	07/08/2026	Regular	0.00	369.70	159385
13302	SANDRA ESPINO	07/08/2026	Regular	0.00	100.00	159386
13308	SELINA CLOSSER	07/08/2026	Regular	0.00	100.00	159387
13310	SHELBY HIPPLER	07/08/2026	Regular	0.00	100.00	159388
11869	SOUTHWEST ANSWERING SERVICE II	07/08/2026	Regular	0.00	221.52	159389
0930	STANLEY R MCAFEE	07/08/2026	Regular	0.00	2,410.00	159390
13160	STAPLES	07/08/2026	Regular	0.00	239.38	159391
6525	SUNFLOWER EMBROIDERY LLC	07/08/2026	Regular	0.00	3,697.13	159392
13252	TAMMY BURNS	07/08/2026	Regular	0.00	104.00	159393
10851	TARA BOGUSKE	07/08/2026	Regular	0.00	100.00	159394
12314	TATUM BARTELS	07/08/2026	Regular	0.00	518.88	159395
13314	TEAGUE ELECTRIC CONSTRUCTION, I	07/08/2026	Regular	0.00	9,409.61	159396
13306	TERAN BACK	07/08/2026	Regular	0.00	49.00	159397
10879	TEUTONIC HOLDINGS LLC	07/08/2026	Regular	0.00	275.53	159398
13290	THAT'S A WRAP KS LLC	07/08/2026	Regular	0.00	3,434.60	159399
13079	THE RECORD PUBLICATIONS, LLC	07/08/2026	Regular	0.00	129.60	159400
12744	T-MOBILE	07/08/2026	Regular	0.00	1,202.15	159401
11386	UNIFIED GOVERNMENT TREASURER	07/08/2026	Regular	0.00	2,829.75	159402

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4137	UNIVERSITY OF KANSAS HOSPITAL A	07/08/2026	Regular	0.00	286.00	159403
13315	VELINA HARMAN	07/08/2026	Regular	0.00	150.00	159404
12683	W W GRAINGER INC	07/08/2026	Regular	0.00	687.30	159405
7375	WATCHMEN SECURITY SERVICES LLC	07/08/2026	Regular	0.00	215.81	159406
1321	WESTLAKE HARDWARE	07/08/2026	Regular	0.00	1,224.83	159407
	Void	07/08/2026	Regular	0.00	0.00	159408
11421	WEX INC	07/08/2026	Regular	0.00	17,217.27	159409
10810	WILLIAM F TUCKER	07/08/2026	Regular	0.00	1,800.00	159410
8411	WILSON & COMPANY INC ENGINEER	07/08/2026	Regular	0.00	20,544.58	159411
6868	WYANDOTTE ECONOMIC DEVELOPM	07/08/2026	Regular	0.00	5,000.00	159412

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	257	122	0.00	658,504.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	257	**125**	**0.00**	**658,504.83**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	658,504.83
			658,504.83

Expense Approval Report
By Vendor Name

Bonner Springs, KS

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13303 - ADREA WARREN				
ADREA WARREN	108024213	07/07/2026	Senior Trip Refund	45.00
			Vendor 13303 - ADREA WARREN Total:	**45.00**
Vendor: 13111 - AEL INC				
AEL INC	43752	07/07/2026	Maintenance on Elevator Lift	278.08
			Vendor 13111 - AEL INC Total:	**278.08**
Vendor: 13311 - ALBERT SHARP				
ALBERT SHARP	130128	07/07/2026	Bond Refund- Dustin Sharp	370.00
			Vendor 13311 - ALBERT SHARP Total:	**370.00**
Vendor: 11999 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	597657834	07/07/2026	Lease / Fees Period of Performance 6/15/26-7/14/26	670.49
			Vendor 11999 - ALL COPY PRODUCTS INC Total:	**670.49**
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	116D-MDHL-96RK	07/07/2026	Tide Pods	19.61
AMAZON CAPITAL SERVICES I...	11CD-YRVC-PTDT	07/07/2026	Misc stickers for children @ Touch a Truck event	8.72
AMAZON CAPITAL SERVICES I...	133V-VD9J-YG1V	07/07/2026	First aid, boot scrapers & 4 - 55 gal trash cans	10.94
AMAZON CAPITAL SERVICES I...	133V-VD9J-YG1V	07/07/2026	First aid, boot scrapers & 4 - 55 gal trash cans	27.98
AMAZON CAPITAL SERVICES I...	133V-VD9J-YG1V	07/07/2026	First aid, boot scrapers & 4 - 55 gal trash cans	10.94
AMAZON CAPITAL SERVICES I...	133V-VD9J-YG1V	07/07/2026	First aid, boot scrapers & 4 - 55 gal trash cans	643.55
AMAZON CAPITAL SERVICES I...	137K-9W96-3QFV	07/07/2026	Misc office supplies	56.23
AMAZON CAPITAL SERVICES I...	137K-9W96-3QFV	07/07/2026	Misc office supplies	56.23
AMAZON CAPITAL SERVICES I...	13QP-3C9Y-6M9W	07/07/2026	Pens	39.33
AMAZON CAPITAL SERVICES I...	1C46-1FT4-VPCL	07/07/2026	Toaster Oven	65.98
AMAZON CAPITAL SERVICES I...	1CHL-V9PY-1FT7	07/07/2026	Paper plates- CH	9.50
AMAZON CAPITAL SERVICES I...	1CHL-V9PY-1FT7	07/07/2026	Shoes for FF,	612.25
AMAZON CAPITAL SERVICES I...	1CHL-V9PY-1FT7	07/07/2026	Paper plates- FD	9.50
AMAZON CAPITAL SERVICES I...	1DLM-N91R-TJLL	07/07/2026	Office supplies	40.98
AMAZON CAPITAL SERVICES I...	1DLM-N91R-TJLL	07/07/2026	tennis name tags	5.69
AMAZON CAPITAL SERVICES I...	1DMX-DPTY-T9TD	07/07/2026	TP for pool	219.12
AMAZON CAPITAL SERVICES I...	1FD7-TL64-44DM	07/07/2026	Cases & Screen Protectors X4 Tiblow PTT phones	70.94
AMAZON CAPITAL SERVICES I...	1HL9-44WX-7W6V	07/07/2026	Office Supplies	8.91
AMAZON CAPITAL SERVICES I...	1HT7-RPDV-QHPX	07/07/2026	2027 Planners- Snr Ctr	24.28
AMAZON CAPITAL SERVICES I...	1HT7-RPDV-QHPX	07/07/2026	2027 Planners- Rec Programming	24.28
AMAZON CAPITAL SERVICES I...	1JTT-RTDC-3TLY	07/07/2026	Straight blades and power cable	279.45
AMAZON CAPITAL SERVICES I...	1KDG-QQFJ-HYTV	07/07/2026	Soap, paper towels, femine bags for pool	502.09
AMAZON CAPITAL SERVICES I...	1LFC-C7JG-DX31	07/07/2026	Boot scrapers for WTP	93.90
AMAZON CAPITAL SERVICES I...	1LR7-HRQ1-4GMY	07/07/2026	Employee medical records folders	81.69
AMAZON CAPITAL SERVICES I...	1MMJ-61LL-76XK	07/07/2026	Camp Great Adventure Swimming Wristbands	35.99
AMAZON CAPITAL SERVICES I...	1MPQ-YFNX-YFNC	07/07/2026	Luggage Labels- Senior Trips	41.77
AMAZON CAPITAL SERVICES I...	1NFG-Y9Q9-WCCY	07/07/2026	Misc office supplies	61.16
AMAZON CAPITAL SERVICES I...	1NWW-T9PP-D319	07/07/2026	Uniform Shoes Whim & Trevor	92.79
AMAZON CAPITAL SERVICES I...	1RNT-WNLG-7XLW	07/07/2026	Downy Booster Beads	15.67

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AMAZON CAPITAL SERVICES I...	1VQT-1GMP-Y3D4	07/07/2026	Animal Control Supplies	282.59
AMAZON CAPITAL SERVICES I...	1VSG-P19R-WKRN	07/07/2026	Coffee - Misc office supplies	68.99
AMAZON CAPITAL SERVICES I...	1XFJ-MT6D-DRX9	07/07/2026	Batteries, cleaning supplies, uniform shirts	148.95
AMAZON CAPITAL SERVICES I...	1XFJ-MT6D-DRX9	07/07/2026	Batteries, cleaning supplies, uniform shirts	24.99
AMAZON CAPITAL SERVICES I...	1XFJ-MT6D-DRX9	07/07/2026	Batteries, cleaning supplies, uniform shirts	59.17
AMAZON CAPITAL SERVICES I...	1XFJ-MT6D-DRX9	07/07/2026	Batteries, cleaning supplies, uniform shirts	46.97
AMAZON CAPITAL SERVICES I...	1XTM-CNRC-TLLP	07/07/2026	Airvent deflector and window screen plunger latche	37.93
AMAZON CAPITAL SERVICES I...	1Y67-YNNQ-677D	07/07/2026	Fire Extingisher Location Stickers	6.55
AMAZON CAPITAL SERVICES I...	1YD7-RWMV-TYL6	07/07/2026	Misc Office Supplies	128.76
AMAZON CAPITAL SERVICES I...	1YDJ-PCK9-7CWR	07/07/2026	Kitchen Trash Bags	16.95
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	**3,991.32**
Vendor: 11959 - AMERICAN DIGITAL SECURITY LLC				
AMERICAN DIGITAL SECURITY ...	0053201	07/07/2026	Management & Engineering	705.00
AMERICAN DIGITAL SECURITY ...	0053201	07/07/2026	Labor	5,200.00
AMERICAN DIGITAL SECURITY ...	0053201	07/07/2026	Hardware, software, licensing	16,345.51
AMERICAN DIGITAL SECURITY ...	INV0052997	07/07/2026	City Hall Panic Button Install	13,646.48
AMERICAN DIGITAL SECURITY ...	INV0053204	07/07/2026	Replacement of Broken Camera	2,238.00
AMERICAN DIGITAL SECURITY ...	SO0089667	07/07/2026	Low Voltage and Security Installation for VSB	15,455.62
AMERICAN DIGITAL SECURITY ...	SO0089676	07/07/2026	Low Voltage and Security Installation at PW Bldg	16,748.17
			Vendor 11959 - AMERICAN DIGITAL SECURITY LLC Total:	**70,338.78**
Vendor: 13304 - ASHLEY MCGEE				
ASHLEY MCGEE	102292250	07/07/2026	Refund Deposit - Sunflower Room-	100.00
ASHLEY MCGEE	102292250	07/07/2026	Refund Deposit - Sunflower Room-Kitchen	100.00
ASHLEY MCGEE	102292250	07/07/2026	Refund Deposit - Sym	100.00
			Vendor 13304 - ASHLEY MCGEE Total:	**300.00**
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	163204	07/07/2026	Asphalt for street patching	578.28
			Vendor 3303 - ASPHALT SALES CO INC Total:	**578.28**
Vendor: 3664 - AUSTIN SALES INC				
AUSTIN SALES INC	RO #10775	07/07/2026	Transmission repair - Polaris VID #530	2,785.66
			Vendor 3664 - AUSTIN SALES INC Total:	**2,785.66**
Vendor: 9842 - AUTOZONE				
AUTOZONE	37842553705	07/07/2026	Diesel Exhaust Fluid	42.66
			Vendor 9842 - AUTOZONE Total:	**42.66**
Vendor: 10015 - AXON ENTERPRISES INC				
AXON ENTERPRISES INC	INUS453622	07/07/2026	Axon Storage and Maint	9,266.51
			Vendor 10015 - AXON ENTERPRISES INC Total:	**9,266.51**
Vendor: 12638 - BAILEY TRAINING AND SUPPORT LLC				
BAILEY TRAINING AND SUPPO...	60	07/07/2026	Safe Sitter Essentials w/CPR 6/16/26-7 kids	490.00
			Vendor 12638 - BAILEY TRAINING AND SUPPORT LLC Total:	**490.00**
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPA...	33104	07/07/2026	Oil & filter change - VID #528	141.31
			Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:	**141.31**
Vendor: 8191 - BONNER TREATS LLC				
BONNER TREATS LLC	0007003	07/07/2026	City Band $5 Gift Cards- 500	2,500.00
			Vendor 8191 - BONNER TREATS LLC Total:	**2,500.00**

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13295 - BONNIE LEHNEN				
BONNIE LEHNEN	106524578	07/07/2026	Refund - Aqua Tai Chi x3 6/10, 6/16, 6/18	12.00
			Vendor 13295 - BONNIE LEHNEN Total:	**12.00**
Vendor: 13178 - BRENNTAG SOUTHWEST INC				
BRENNTAG SOUTHWEST INC	BSW707993	07/07/2026	Chemicals for WTP	2,433.00
			Vendor 13178 - BRENNTAG SOUTHWEST INC Total:	**2,433.00**
Vendor: 13250 - BRIDGE BROTHERS INC				
BRIDGE BROTHERS INC	2867	07/07/2026	Lions Park Pedestrian Bridges (2)	47,968.00
			Vendor 13250 - BRIDGE BROTHERS INC Total:	**47,968.00**
Vendor: 12691 - C&B EQUIPMENT MIDWEST INC				
C&B EQUIPMENT MIDWEST I...	20802-00	07/07/2026	Service flowmeter - Well #7	1,078.58
			Vendor 12691 - C&B EQUIPMENT MIDWEST INC Total:	**1,078.58**
Vendor: 13291 - CAN PLAY				
CAN PLAY	L-20260019	07/07/2026	Can Play Adapted License Fee	1,000.00
			Vendor 13291 - CAN PLAY Total:	**1,000.00**
Vendor: 13299 - CARI KELLY				
CARI KELLY	107229274	07/07/2026	Refund Deposit -Tai Chi Progam Cancel 6/9	4.00
			Vendor 13299 - CARI KELLY Total:	**4.00**
Vendor: 12834 - CHALLENGER TEAMWEAR LLC				
CHALLENGER TEAMWEAR LLC	1329113	07/07/2026	Summer ball add ons	19.00
			Vendor 12834 - CHALLENGER TEAMWEAR LLC Total:	**19.00**
Vendor: 13301 - CHEYENNE LUTH				
CHEYENNE LUTH	102190598	07/07/2026	Refund Deposit - South Park Bldg 6/13/26	150.00
			Vendor 13301 - CHEYENNE LUTH Total:	**150.00**
Vendor: 13298 - CINDY KELLY				
CINDY KELLY	107229341	07/07/2026	Refund Deposit - Tai Chi Program Cancel 6/9	4.00
			Vendor 13298 - CINDY KELLY Total:	**4.00**
Vendor: 11655 - CINTAS CORPORATION NO 2				
CINTAS CORPORATION NO 2	OF58734569	07/07/2026	Annual inspection of fire equip South Park	643.14
CINTAS CORPORATION NO 2	OF58736149	07/07/2026	Annual sprinkler inspection	282.40
			Vendor 11655 - CINTAS CORPORATION NO 2 Total:	**925.54**
Vendor: 10027 - CINTAS				
CINTAS	4265278890	07/07/2026	Traffic Rugs & Commode Supplies	246.12
CINTAS	426836964	07/07/2026	Traffic Rugs & Commode Supplies	246.12
CINTAS	4273009984	07/07/2026	Misc Supplies	290.51
CINTAS	4273735291	07/07/2026	Floor mats - WWTP	49.14
CINTAS	4273735299	07/07/2026	Floor mats - PW Main Bldg	73.41
CINTAS	4273735313	07/07/2026	Floor mats - WTP	112.09
CINTAS	4274456653	07/07/2026	Misc Supplies	290.51
			Vendor 10027 - CINTAS Total:	**1,307.90**
Vendor: 13094 - CLINICAL ASSOCIATES, PA				
CLINICAL ASSOCIATES, PA	PHICHR98	07/07/2026	New Hire Eval	613.50
			Vendor 13094 - CLINICAL ASSOCIATES, PA Total:	**613.50**
Vendor: 11908 - CMRS-FP				
CMRS-FP	July 2026	07/07/2026	POSTAGE FOR METER	800.00
			Vendor 11908 - CMRS-FP Total:	**800.00**
Vendor: 7888 - COGENT INC				
COGENT INC	5667653	07/07/2026	Monthly PM - LS #2	445.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
COGENT INC	5667662	07/07/2026	Service call - unplugged system - LS #2	1,733.94
COGENT INC	5667667	07/07/2026	Service call 6/11/26 - Remove suction screens LS#2	671.00
			Vendor 7888 - COGENT INC Total:	**2,849.94**
Vendor: 12452 - COGENT INC				
COGENT INC	5668352	07/07/2026	2 - Grinder pumps	5,433.32
			Vendor 12452 - COGENT INC Total:	**5,433.32**
Vendor: 12681 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	801867	07/07/2026	6 cans 2 cycle fuel; 4 - chainsaw chains	231.60
			Vendor 12681 - COLEMAN EQUIPMENT INC Total:	**231.60**
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	590720	07/07/2026	BLK PBI Strch, TIT, NAN CRS X2- partial invoice	2,198.89
CONRAD FIRE EQUIPMENT INC	594939	07/07/2026	Annual mobile pump test- aerial ladder	226.00
CONRAD FIRE EQUIPMENT INC	594948	07/07/2026	Engine 91 pump tes	226.00
CONRAD FIRE EQUIPMENT INC	594950	07/07/2026	Annual mobile pump test- pierce custom pumper	226.00
CONRAD FIRE EQUIPMENT INC	595086	07/07/2026	Personal Supplies	4,403.55
CONRAD FIRE EQUIPMENT INC	595399	07/07/2026	Globe Gurard Hood X6	744.22
			Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:	**8,024.66**
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	Z035605	07/07/2026	Dist maint parts	3,577.08
CORE & MAIN LP	Z209293	07/07/2026	Dist maint parts	1,123.92
CORE & MAIN LP	Z209308	07/07/2026	Dist maint parts	2,811.59
CORE & MAIN LP	Z260627	07/07/2026	Hydrant wrench	39.93
CORE & MAIN LP	Z261169	07/07/2026	Dist maint parts	278.79
			Vendor 12689 - CORE & MAIN LP Total:	**7,831.31**
Vendor: 13080 - DAVIN ELECTRIC, INC				
DAVIN ELECTRIC, INC	2605.2	07/07/2026	Fiber Connection for VSB at Public Works	8,700.00
			Vendor 13080 - DAVIN ELECTRIC, INC Total:	**8,700.00**
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	27391-4861-3	07/07/2026	Sludge disposal - 6/1/26 - 6/15/26	4,355.72
DEFFENBAUGH INDUSTRIES I...	27503-4861-3	07/07/2026	Sludge disposal - 6/16/26 - 6/30/26	5,219.73
DEFFENBAUGH INDUSTRIES I...	34-47516-93008	07/07/2026	Dumpster Days	2,339.40
			Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:	**11,914.85**
Vendor: 13276 - DELAWARE LLC				
DELAWARE LLC	PCS10033-I-0052	07/07/2026	Animal Cremation	345.00
			Vendor 13276 - DELAWARE LLC Total:	**345.00**
Vendor: 12791 - DESTINEY WOOD				
DESTINEY WOOD	102306773	07/07/2026	Refund Deposit- Sunflower Room 6/27/26	100.00
			Vendor 12791 - DESTINEY WOOD Total:	**100.00**
Vendor: 12449 - DH PACE COMPANY				
DH PACE COMPANY	ACR262-309926	07/07/2026	Fire Station Bay Doors	114,172.00
DH PACE COMPANY	ACR262-309926a	07/07/2026	Gar door replacement= N Doors Recv- REQ00576 balan	1,390.00
			Vendor 12449 - DH PACE COMPANY Total:	**115,562.00**
Vendor: 10263 - ED M FELD EQUIPMENT COMPANY, INC				
ED M FELD EQUIPMENT COM...	INV30088	07/07/2026	RIT- Pak Fast Attach x 2 caswes & cyl,valve, assy	7,858.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ED M FELD EQUIPMENT COM...	INV30568	07/07/2026	D-TEC reach AC Voltage Detector x3	1,462.00
			Vendor 10263 - ED M FELD EQUIPMENT COMPANY, INC Total:	**9,320.00**
Vendor: 7142 - EDWARDS CHEMICALS INC				
EDWARDS CHEMICALS INC	IN25062563	07/07/2026	300gal Sodium Hypo	1,182.00
EDWARDS CHEMICALS INC	IN251711	07/07/2026	200gal Sodium Hypo & 55gal Sulfuric Acid	1,015.00
EDWARDS CHEMICALS INC	IN251715	07/07/2026	4gal sodium hypo	1,557.00
			Vendor 7142 - EDWARDS CHEMICALS INC Total:	**3,754.00**
Vendor: 11557 - ELECTRONIC CONTRACTING COMPANY				
ELECTRONIC CONTRACTING C...	87825	07/07/2026	Annual Inspecitons	350.00
ELECTRONIC CONTRACTING C...	87849	07/07/2026	Battery Replacements	131.67
ELECTRONIC CONTRACTING C...	87852	07/07/2026	Callbill- fixed	871.50
ELECTRONIC CONTRACTING C...	88078	07/07/2026	12 V 18 AH Batteries	125.40
			Vendor 11557 - ELECTRONIC CONTRACTING COMPANY Total:	**1,478.57**
Vendor: 13305 - ELISE FINGER				
ELISE FINGER	104383642	07/07/2026	Swim Team Fee Refund	100.00
ELISE FINGER	104383716	07/07/2026	Swim Team Fee Refund	100.00
			Vendor 13305 - ELISE FINGER Total:	**200.00**
Vendor: 10220 - EVERLASTING SIGN INC				
EVERLASTING SIGN INC	21395	07/07/2026	#2501 Replace graphics on pass door	197.87
			Vendor 10220 - EVERLASTING SIGN INC Total:	**197.87**
Vendor: 4342 - FELDMANS				
FELDMANS	306267	07/07/2026	Chainsaw sharpening	8.00
FELDMANS	327207	07/07/2026	Pickup charge for scissor lift rental - VSB	29.99
FELDMANS	327249	07/07/2026	Hyd fluid for excavator; shop towels	14.99
FELDMANS	327249	07/07/2026	Hyd fluid for excavator; shop towels	27.99
FELDMANS	327258	07/07/2026	Chainsaw chains - ROW work	75.58
FELDMANS	327309	07/07/2026	Chainsaw repair part	22.99
FELDMANS	327310	07/07/2026	Gear oil for Bio Building air compressor - WWTP	28.99
FELDMANS	327311	07/07/2026	Pellet Bedding	44.94
FELDMANS	327314	07/07/2026	Mud boots - P.Yazbec	140.00
FELDMANS	327318	07/07/2026	Chainsaw chain	22.49
FELDMANS	327327	07/07/2026	Grass seed for yard repair	105.98
FELDMANS	327328	07/07/2026	Straw bales for yard repairs	25.47
FELDMANS	327341	07/07/2026	Repair parts for WWTP	67.98
FELDMANS	327342	07/07/2026	175 PSI Pressure switch- WWTP	39.99
FELDMANS	C99340	07/07/2026	Uniform pants - N.Poff	106.89
			Vendor 4342 - FELDMANS Total:	**762.27**
Vendor: 12318 - FIRST ARRIVING IO INC				
FIRST ARRIVING IO INC	7604	07/07/2026	Dashboard license renewal-annua9/8/269-9/7/27	575.35
			Vendor 12318 - FIRST ARRIVING IO INC Total:	**575.35**
Vendor: 7108 - FOLEY INDUSTRIES				
FOLEY INDUSTRIES	K7031001	07/07/2026	Trench box rental for valve installation	685.76
			Vendor 7108 - FOLEY INDUSTRIES Total:	**685.76**
Vendor: 7858 - GALLS LLC				
GALLS LLC	35396310	07/07/2026	Red Kap Cargo Shorts	61.23
			Vendor 7858 - GALLS LLC Total:	**61.23**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10924 - GO CAR WASH MANAGEMENT CORP				
GO CAR WASH MANAGEMENT..	INV3954	07/07/2026	Car Wash May 2026	120.00
			Vendor 10924 - GO CAR WASH MANAGEMENT CORP Total:	**120.00**
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SOCIETY FOR P…	0526BS	07/07/2026	Animal Services	670.00
			Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:	**670.00**
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC	INV1091330	07/07/2026	Simunion Bolt 5.56	694.00
GT DISTRIBUTORS INC	INV1091331	07/07/2026	Force on Forms 5.56 Marking	624.75
GT DISTRIBUTORS INC	UNIV0102026	07/07/2026	Alteration for pants	10.00
			Vendor 1532 - GT DISTRIBUTORS INC Total:	**1,328.75**
Vendor: 4804 - HASTY AWARDS				
HASTY AWARDS	06260450	07/07/2026	Tball Medals	130.02
			Vendor 4804 - HASTY AWARDS Total:	**130.02**
Vendor: 1089 - HAWKINS INC				
HAWKINS INC	7468937	07/07/2026	Chemicals for WTP	9,564.66
			Vendor 1089 - HAWKINS INC Total:	**9,564.66**
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	31557E	07/07/2026	2 grinder pumps	6,136.00
HAYNES EQUIPMENT CO INC	31676E	07/07/2026	Repair GP @13709 Ruby (5/5/26)	1,537.19
HAYNES EQUIPMENT CO INC	31809E	07/07/2026	Repair GP @ 13601 MLK (5/6/26)	1,235.06
HAYNES EQUIPMENT CO INC	31822E	07/07/2026	Repair GP @ 729 W Morse (5/18/26)	685.54
HAYNES EQUIPMENT CO INC	31831E	07/07/2026	Replace GP @13533 Post Dr (5/4/26)	3,378.00
			Vendor 4275 - HAYNES EQUIPMENT CO INC Total:	**12,971.79**
Vendor: 12771 - HEATHER LANDON				
HEATHER LANDON	July 2026	07/07/2026	MUNICIPAL COURT JUDGE SERVICES	1,783.33
			Vendor 12771 - HEATHER LANDON Total:	**1,783.33**
Vendor: 12019 - HEIDI SNYDER				
HEIDI SNYDER	102413491	07/07/2026	Refund Deposit- Sunflower Room	100.00
			Vendor 12019 - HEIDI SNYDER Total:	**100.00**
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	2543765	07/07/2026	Rental charges for oxygen cylinders	145.36
HELGET GAS PRODUCTS INC	3163650	07/07/2026	Compressed Oxygen	21.31
			Vendor 7242 - HELGET GAS PRODUCTS INC Total:	**166.67**
Vendor: 10326 - HUBER & ASSOCIATES INC				
HUBER & ASSOCIATES INC	CW253780	07/07/2026	Enterpol Interface-Downpayment	902.00
HUBER & ASSOCIATES INC	CW254274	07/07/2026	Enterpol Lic & OS Maint	13,828.00
			Vendor 10326 - HUBER & ASSOCIATES INC Total:	**14,730.00**
Vendor: 12286 - ICON SHELTER SYSTEMS, INC				
ICON SHELTER SYSTEMS, INC	12248	07/07/2026	Center Park Shelter	22,638.95
			Vendor 12286 - ICON SHELTER SYSTEMS, INC Total:	**22,638.95**
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TEC…	R370-BK1-0526	07/07/2026	May PLAN REVIEW FEES	2,810.00
INSTITUTE FOR BUILDING TEC…	R370-BK1-0526	07/07/2026	May INSPECTION FEES	8,962.50
			Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:	**11,772.50**
Vendor: 3289 - J & D EQUIPMENT INC				
J & D EQUIPMENT INC	75653	07/07/2026	Repair leak in hydraulic tank - VID #562	440.37
			Vendor 3289 - J & D EQUIPMENT INC Total:	**440.37**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13309 - JENNIFER PHILLIPS				
JENNIFER PHILLIPS	104898765	07/07/2026	Refund Deposit- Honey Bee Room 6/28/26	100.00
			Vendor 13309 - JENNIFER PHILLIPS Total:	**100.00**
Vendor: 10069 - JERRY'S NURSERY & LANDSCAPING, INC				
JERRY'S NURSERY & LANDSCA…	37699	07/07/2026	Topsoil - ROW work	70.00
			Vendor 10069 - JERRY'S NURSERY & LANDSCAPING, INC Total:	**70.00**
Vendor: 0359 - JIM'S LOCK & SAFE SERVICE INC				
JIM'S LOCK & SAFE SERVICE INC	121209	07/07/2026	Service call to get into vehicle being sold on PW	100.00
			Vendor 0359 - JIM'S LOCK & SAFE SERVICE INC Total:	**100.00**
Vendor: 13297 - JOANN NILGES				
JOANN NILGES	107229186	07/07/2026	Refund Deposit- Aqua Tai Chi Program Cancel 6/9	4.00
			Vendor 13297 - JOANN NILGES Total:	**4.00**
Vendor: 13307 - JOANNA PHOENIX				
JOANNA PHOENIX	104702406	07/07/2026	Refund Deposit- South Park Bldg 6/19/26	150.00
			Vendor 13307 - JOANNA PHOENIX Total:	**150.00**
Vendor: 12758 - KANSAS FIBER NETWORK LLC				
KANSAS FIBER NETWORK LLC	0930000248-July	07/07/2026	Dedicated Internet Monthly Charge- CH	437.50
KANSAS FIBER NETWORK LLC	0930000248-July	07/07/2026	Dedicated Internet Monthly Charge - FD	490.00
KANSAS FIBER NETWORK LLC	0930000248-July	07/07/2026	Dedicated Internet Monthly Charge-PD	437.50
			Vendor 12758 - KANSAS FIBER NETWORK LLC Total:	**1,365.00**
Vendor: 10555 - KBI LAB				
KBI LAB	2026-02664	07/07/2026	Lab Fee- Ellis, Jeffrey	400.00
			Vendor 10555 - KBI LAB Total:	**400.00**
Vendor: 12949 - KCJP				
KCJP	INV350877	07/07/2026	Cleaning Services - July 2026	1,870.00
KCJP	INV350879	07/07/2026	Janitorial Service- CC- July 2026	1,480.00
KCJP	INV350883	07/07/2026	Regular Cleaning Service	1,195.00
KCJP	SI7403	07/07/2026	Janitorial Supplies- CC 6/15/26	361.92
KCJP	SI7405	07/07/2026	Cleaning Supplies	367.38
KCJP	SI7406	07/07/2026	City Hall Custodial Services-	445.75
KCJP	SI7408	07/07/2026	Janitorial supplies - PW Main Bldg	250.41
			Vendor 12949 - KCJP Total:	**5,970.46**
Vendor: 13300 - KELLY JOHNSON				
KELLY JOHNSON	104865948	07/07/2026	Refund Deposit- South Park Bldg 6/14/26	150.00
			Vendor 13300 - KELLY JOHNSON Total:	**150.00**
Vendor: 3517 - KEY EQUIPMENT & SUPPLY CO				
KEY EQUIPMENT & SUPPLY CO	KC221507	07/07/2026	Lift station repair parts	2,551.11
KEY EQUIPMENT & SUPPLY CO	KC221797	07/07/2026	Water fill hose for street sweeper - VID #554	403.53
			Vendor 3517 - KEY EQUIPMENT & SUPPLY CO Total:	**2,954.64**
Vendor: 12990 - KILEY BUBLITZ				
KILEY BUBLITZ	103103953	07/07/2026	Refund Deposit- Gym 6/13/26	100.00
			Vendor 12990 - KILEY BUBLITZ Total:	**100.00**
Vendor: 11728 - LABAN CONTRACTING LLC				
LABAN CONTRACTING LLC	inv20261551	07/07/2026	Farmers Market ADA port-a-let 6/24/26-7/21/26	200.00
LABAN CONTRACTING LLC	INV20261556	07/07/2026	City Band ADA port-a-let 7/1/26-7/28/26	200.00
			Vendor 11728 - LABAN CONTRACTING LLC Total:	**400.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13296 - LAURIE JOHNSON				
LAURIE JOHNSON	106505224	07/07/2026	Refund - Aqua Tai Chi X 3 6/16, 6/18, 6/23	12.00
			Vendor 13296 - LAURIE JOHNSON Total:	**12.00**
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIP…	200017328	07/07/2026	2026 City Forum- Amber	20.00
			Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:	**20.00**
Vendor: 8009 - LIFE-ASSIST, INC				
LIFE-ASSIST, INC	2143250	07/07/2026	Rapid Cooling Transport Bag	100.00
			Vendor 8009 - LIFE-ASSIST, INC Total:	**100.00**
Vendor: 12881 - LK POWER SYSTEMS LLC				
LK POWER SYSTEMS LLC	20260112	07/07/2026	Repair Booster Station gen oil leak (6/7/26)	770.69
LK POWER SYSTEMS LLC	20260113	07/07/2026	Replace wiring harness @ LS #8 (mice damage)	1,083.80
LK POWER SYSTEMS LLC	20260114	07/07/2026	Start up generator for LS #8	590.00
			Vendor 12881 - LK POWER SYSTEMS LLC Total:	**2,444.49**
Vendor: 11619 - LLOYD HAROLD LLC				
LLOYD HAROLD LLC	2260	07/07/2026	Update staff contacts for Mission Comm system	250.00
			Vendor 11619 - LLOYD HAROLD LLC Total:	**250.00**
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	78532	07/07/2026	Shelving & hooks for Dist parts inventory - VSB	620.88
LOWE'S CREDIT SERVICES	78533	07/07/2026	Tool chest for VSB	644.10
LOWE'S CREDIT SERVICES	79174	07/07/2026	Hanger for tankless water heater - VSB	13.28
LOWE'S CREDIT SERVICES	85470	07/07/2026	Bench vise - VSB shop	189.05
LOWE'S CREDIT SERVICES	86076	07/07/2026	Hardware to install bollards - VSB	28.48
			Vendor 1836 - LOWE'S CREDIT SERVICES Total:	**1,495.79**
Vendor: 13032 - MAPS INC				
MAPS INC	594469	07/07/2026	Copier - PD 5/29/26-6/28/26	30.96
			Vendor 13032 - MAPS INC Total:	**30.96**
Vendor: 7347 - MCGUIRE ELECTRIC LLC				
MCGUIRE ELECTRIC LLC	7143	07/07/2026	Add 480V & control conduit for WWTP new press	10,508.14
			Vendor 7347 - MCGUIRE ELECTRIC LLC Total:	**10,508.14**
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	86653	07/07/2026	Courier for water samples to KDHE lab (6/10/26)	33.93
			Vendor 6137 - METRO COURIER INC Total:	**33.93**
Vendor: 13219 - MICHAEL SCHUDY				
MICHAEL SCHUDY	28536	07/07/2026	#2411 Replace front/rear rotors & pads	690.00
			Vendor 13219 - MICHAEL SCHUDY Total:	**690.00**
Vendor: 3759 - MIDWEST BUS SALES INC				
MIDWEST BUS SALES INC	R01003308501	07/07/2026	#111- gas spring roll stop x2	142.50
MIDWEST BUS SALES INC	R01003308501	07/07/2026	#111 Repair wheelchair lift, freight	805.00
MIDWEST BUS SALES INC	R01003308501	07/07/2026	#111- Repair roll stop switch	73.07
			Vendor 3759 - MIDWEST BUS SALES INC Total:	**1,020.57**
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	2,025.00
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	302.64

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	13,484.44
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	170.00
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	4,337.58
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	1,421.20
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	5,161.90
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	5,985.68
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	22,647.97
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	2,454.20
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	5,635.08
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	28,880.68
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	9,274.87
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	5,220.35
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	5,220.35
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	733.80
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	828.90
MIDWEST PUBLIC RISK	JULY 2026	07/07/2026	HEALTH, DENTAL & VISON INSURANCE- JULY	1,727.36
			Vendor 8001 - MIDWEST PUBLIC RISK Total:	**115,512.00**
Vendor: 5116 - MILLER SIGN SHOPPE LLC				
MILLER SIGN SHOPPE LLC	31793	07/07/2026	City Sign Repair and Replacements	11,300.00
MILLER SIGN SHOPPE LLC	31794	07/07/2026	City Sign Repair and Replacements	11,300.00
			Vendor 5116 - MILLER SIGN SHOPPE LLC Total:	**22,600.00**
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	123400-063026	07/07/2026	Dry Cleaners- Uniforms- June	118.13
			Vendor 6849 - MJV-A LLC Total:	**118.13**
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK…	A042079	07/07/2026	July BENEFITS DIRECT INSURANCE	2,350.57
NATIONAL INSURANCE MARK…	A042079	07/07/2026	August BENEFITS DIRECT INSURANCE-Vogan ST Disabili	96.25
			Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:	**2,446.82**
Vendor: 13274 - NORTH AMERICA FIRE EQUIPMENT CO INC				
NORTH AMERICA FIRE EQUIP…	1425053	07/07/2026	3 lion redzone particulate blocking hood	382.68
NORTH AMERICA FIRE EQUIP…	1425895	07/07/2026	3 ragtop fire duty mitt gloves	439.60
			Vendor 13274 - NORTH AMERICA FIRE EQUIPMENT CO INC Total:	**822.28**
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-477076	07/07/2026	Cluedef 2.5	18.99
O'REILLY AUTOMOTIVE INC	0264-477088	07/07/2026	Galantifrez	31.98
			Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:	**50.97**
Vendor: 11816 - OTIS ELEVATOR COMPANY				
OTIS ELEVATOR COMPANY	F10000272844	07/07/2026	Logistics & fuel impact fee	350.00
OTIS ELEVATOR COMPANY	TMK17509001	07/07/2026	Fire Testing	781.50

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
OTIS ELEVATOR COMPANY	TMK17509001	07/07/2026	Fire Testing	781.50
			Vendor 11816 - OTIS ELEVATOR COMPANY Total:	**1,913.00**
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	0091160	07/07/2026	Sect 2 June Util Bills (893/861)	643.09
PEREGRINE CORPORATION	0091897	07/07/2026	Sect 4 June Util Bills (913/884)	659.60
			Vendor 11541 - PEREGRINE CORPORATION Total:	**1,302.69**
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	06124	07/07/2026	Municipal Court Prosecutor Services 05/01/26-05/31	7,999.00
			Vendor 3531 - PERRY AND TRENT LLC Total:	**7,999.00**
Vendor: 13312 - PIPER SWIM TEAM				
PIPER SWIM TEAM	106250800	07/07/2026	Refund Rental Deposit Double Booked	250.00
			Vendor 13312 - PIPER SWIM TEAM Total:	**250.00**
Vendor: 12700 - POMP'S TIRE SERVICE INC				
POMP'S TIRE SERVICE INC	1250208428	07/07/2026	Engine 92	1,782.98
			Vendor 12700 - POMP'S TIRE SERVICE INC Total:	**1,782.98**
Vendor: 7889 - PREMIER AUTOMOTIVE OF BS LLC				
PREMIER AUTOMOTIVE OF BS…	RO# 693542/1	07/07/2026	PM service - VID #519	275.00
			Vendor 7889 - PREMIER AUTOMOTIVE OF BS LLC Total:	**275.00**
Vendor: 10030 - QUALITY SPEAKS LLC				
QUALITY SPEAKS LLC	7813132	07/07/2026	VOIP Phone Service	86.96
			Vendor 10030 - QUALITY SPEAKS LLC Total:	**86.96**
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	120866	07/07/2026	#2507 Oil Change, Tire Rotation	99.90
RONALD TILDEN	120989	07/07/2026	#66 Oil Change, Tire Rotation	89.90
RONALD TILDEN	120996	07/07/2026	#2507 Flat Repair	30.00
RONALD TILDEN	121004	07/07/2026	#2408 Oil Change, Tire Rotation	89.90
RONALD TILDEN	121057	07/07/2026	#73 2 flat repairs	60.00
			Vendor 11773 - RONALD TILDEN Total:	**369.70**
Vendor: 13302 - SANDRA ESPINO				
SANDRA ESPINO	106515127	07/07/2026	Refund Deposit- Honeybee Room 6/14/2026	100.00
			Vendor 13302 - SANDRA ESPINO Total:	**100.00**
Vendor: 13308 - SELINA CLOSSER				
SELINA CLOSSER	103590651	07/07/2026	Refund Deposit- Honeybee Room 6/20/26	100.00
			Vendor 13308 - SELINA CLOSSER Total:	**100.00**
Vendor: 13310 - SHELBY HIPPLER				
SHELBY HIPPLER	104692322	07/07/2026	Refund Deposit- Honeybee Room 6/27/26	100.00
			Vendor 13310 - SHELBY HIPPLER Total:	**100.00**
Vendor: 11869 - SOUTHWEST ANSWERING SERVICE INC				
SOUTHWEST ANSWERING SE…	287106122026	07/07/2026	After hrs answering service (5/15/26 - 6/11/26)	221.52
			Vendor 11869 - SOUTHWEST ANSWERING SERVICE INC Total:	**221.52**
Vendor: 0930 - STANLEY R MCAFEE				
STANLEY R MCAFEE	June	07/07/2026	Special Prosecutor Stean, Jeffrey	150.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Bloom, Melissa	90.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Wilson, Brenda	50.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Buck, Kayla	30.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Ayala, Alexander	90.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Berry, Jessica	150.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Rice, Brittney	80.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Benjamin, Coston	130.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Harvard, Andrew	120.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Green, Frances	80.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Bennett, Daryl	60.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Martinez, Teresa	70.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Garcia, Lucy	70.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Behrens, Cheryl	70.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Clay, Jaron	100.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Wilson, Timothy	100.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Jackson, Thomas	90.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Davis, Sammie	120.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Cox, Donna	120.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Thomas, Angela	110.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Lesher, David	110.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Hernandez, Emilio	90.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Anderson, Ariane	110.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Grass, Andrew	60.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Dye, Matthew	100.00
STANLEY R MCAFEE	June 2026	07/07/2026	PUBLIC DEFENDER- Anderson, Amy	60.00
			Vendor 0930 - STANLEY R MCAFEE Total:	**2,410.00**
Vendor: 13160 - STAPLES				
STAPLES	6066489335	07/07/2026	Correction Tape	7.70
STAPLES	6066489335	07/07/2026	Copy Paper,	131.97
STAPLES	6066489335	07/07/2026	Toner	92.72
STAPLES	6066489335	07/07/2026	Epson Printer Ribbon	6.99
			Vendor 13160 - STAPLES Total:	**239.38**
Vendor: 6525 - SUNFLOWER EMBROIDERY LLC				
SUNFLOWER EMBROIDERY LLC	1439	07/07/2026	Uniform screen printing & embroidery	656.40
SUNFLOWER EMBROIDERY LLC	1450	07/07/2026	Uniform screen printing & embroidery	1,526.88
SUNFLOWER EMBROIDERY LLC	1451	07/07/2026	Uniform screen printing & embroidery	1,513.85
			Vendor 6525 - SUNFLOWER EMBROIDERY LLC Total:	**3,697.13**
Vendor: 13252 - TAMMY BURNS				
TAMMY BURNS	145	07/07/2026	ID Bands- SCBA	104.00
			Vendor 13252 - TAMMY BURNS Total:	**104.00**
Vendor: 10851 - TARA BOGUSKE				
TARA BOGUSKE	100933320	07/07/2026	Refund Deposit - Sunflower Room 6/13/26	100.00
			Vendor 10851 - TARA BOGUSKE Total:	**100.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12314 - TATUM BARTELS				
TATUM BARTELS	0007005	07/07/2026	Reimbursement- SLT 6/826-6/11/26	518.88
			Vendor 12314 - TATUM BARTELS Total:	**518.88**
Vendor: 13314 - TEAGUE ELECTRIC CONSTRUCTION, LLC				
TEAGUE ELECTRIC CONSTRUCT…	33488	07/07/2026	Lighting repair CH due to strike	9,409.61
			Vendor 13314 - TEAGUE ELECTRIC CONSTRUCTION, LLC Total:	**9,409.61**
Vendor: 13306 - TERAN BACK				
TERAN BACK	108450716	07/07/2026	Swim Lessons refund	49.00
			Vendor 13306 - TERAN BACK Total:	**49.00**
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	1354722	07/07/2026	Phone Service- 7/7/26-8/6/26	275.53
			Vendor 10879 - TEUTONIC HOLDINGS LLC Total:	**275.53**
Vendor: 13290 - THAT'S A WRAP KS LLC				
THAT'S A WRAP KS LLC	233590	07/07/2026	Print, Installation Decals nedic, eng, brush, Kubo	1,270.00
THAT'S A WRAP KS LLC	233591	07/07/2026	Print, Installation Decals white & red silverado	2,164.60
			Vendor 13290 - THAT'S A WRAP KS LLC Total:	**3,434.60**
Vendor: 13079 - THE RECORD PUBLICATIONS, LLC				
THE RECORD PUBLICATIONS, L…	6188	07/07/2026	Ordinance No. 2618	11.52
THE RECORD PUBLICATIONS, L…	6274	07/07/2026	Notice of Hearing - BSRZ-04-26	46.08
THE RECORD PUBLICATIONS, L…	6274	07/07/2026	Notice of Hearing - BSRZ-05-26	28.80
THE RECORD PUBLICATIONS, L…	6309	07/07/2026	Invitation to Bid- Center Park Shelter	43.20
			Vendor 13079 - THE RECORD PUBLICATIONS, LLC Total:	**129.60**
Vendor: 12744 - T-MOBILE				
T-MOBILE	201731959-July	07/07/2026	Cellular- PD 5/21/26-6/20/26	654.55
T-MOBILE	201731959-July	07/07/2026	Data PD 5/21/26-6/20/26	547.60
			Vendor 12744 - T-MOBILE Total:	**1,202.15**
Vendor: 11386 - UNIFIED GOVERNMENT TREASURER				
UNIFIED GOVERNMENT TREA…	May 2026	07/07/2026	WYCO Jail Houseing May 2026	2,829.75
			Vendor 11386 - UNIFIED GOVERNMENT TREASURER Total:	**2,829.75**
Vendor: 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY				
UNIVERSITY OF KANSAS HOSP…	80761344	07/07/2026	Misc Svcs -Logan Strasburger	85.00
UNIVERSITY OF KANSAS HOSP…	80761344	07/07/2026	Misc Svcs -Nicole Schepp	85.00
UNIVERSITY OF KANSAS HOSP…	80761344	07/07/2026	Random Testing- Sidney Spelts	58.00
UNIVERSITY OF KANSAS HOSP…	80761344	07/07/2026	Random Testing- Robert Chapman	58.00
			Vendor 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY Total:	**286.00**
Vendor: 13315 - VELINA HARMAN				
VELINA HARMAN	105514293	07/07/2026	Refund Deposit- South Park Bldg 6/27/26	150.00
			Vendor 13315 - VELINA HARMAN Total:	**150.00**
Vendor: 12683 - W W GRAINGER INC				
W W GRAINGER INC	9941651979	07/07/2026	Hydration supplies - WWTP	60.42
W W GRAINGER INC	9941651987	07/07/2026	Shaft collar clamp - Press Building - WWTP	46.04
W W GRAINGER INC	9946346385	07/07/2026	Bolts to install Oak St decor lights-120 Oak Apts	321.40
W W GRAINGER INC	9957122998	07/07/2026	2 sawzall replacement blades	63.34
W W GRAINGER INC	9961736734	07/07/2026	2 Stop/Slow paddle signs - Streets Maint	196.10
			Vendor 12683 - W W GRAINGER INC Total:	**687.30**
Vendor: 7375 - WATCHMEN SECURITY SERVICES LLC				
WATCHMEN SECURITY SERVIC…	111686	07/07/2026	Monthly Monitoring- Comm Ctr- July	149.57

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WATCHMEN SECURITY SERVIC…	111892	07/07/2026	Monthly Monitoring- Aquatic Park- July	66.24
			Vendor 7375 - WATCHMEN SECURITY SERVICES LLC Total:	**215.81**
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14009293	07/07/2026	25' extension cord - Dist Maint	19.99
WESTLAKE HARDWARE	14009328	07/07/2026	Safety fence for open trenches	49.98
WESTLAKE HARDWARE	14009333	07/02/2026	Light bulb - Kelly Murphy Park gazebo	11.99
WESTLAKE HARDWARE	14009336	07/07/2026	Scews for Helmets	5.00
WESTLAKE HARDWARE	14009336	07/07/2026	Shower heads for bathroom	63.98
WESTLAKE HARDWARE	14009337	07/07/2026	Parts for Shower	8.59
WESTLAKE HARDWARE	14009340	07/07/2026	Paint supplies for hydrant painting	45.14
WESTLAKE HARDWARE	14009348	07/07/2026	Paint & supplies for shelving in VSB	87.16
WESTLAKE HARDWARE	14009350	07/07/2026	Hose repair supplies - WWTP	8.99
WESTLAKE HARDWARE	14009359	07/07/2026	Circulator fan, tape & utility knife - WTP	81.97
WESTLAKE HARDWARE	14009361	07/07/2026	PVC saw & hammer - WTP	38.98
WESTLAKE HARDWARE	14009366	07/07/2026	Cut off wheel for angle grinder	19.99
WESTLAKE HARDWARE	14009369	07/07/2026	Cable ties and rope	32.98
WESTLAKE HARDWARE	14009376	07/07/2026	PRV for VSB water heater	74.99
WESTLAKE HARDWARE	14009377	07/07/2026	Water fittings for VSB	35.97
WESTLAKE HARDWARE	14009385	07/07/2026	Meter test bench	6.99
WESTLAKE HARDWARE	14009386	07/07/2026	Dehumidifier for compressor room - WTP	309.99
WESTLAKE HARDWARE	14009387	07/07/2026	PRV for Hotsy fleet washing equipment	74.99
WESTLAKE HARDWARE	14009390	07/07/2026	Cleaning supplies for VSB shop	114.46
WESTLAKE HARDWARE	14009391	07/07/2026	Meter bench - VSB	82.15
WESTLAKE HARDWARE	14009401	07/07/2026	Misc hardware for WWTP maintenance	50.55
			Vendor 1321 - WESTLAKE HARDWARE Total:	**1,224.83**
Vendor: 11421 - WEX INC				
WEX INC	113567184	07/07/2026	FUEL-June 2026	157.85
WEX INC	113567184	07/07/2026	FUEL-June 2026	3,682.93
WEX INC	113567184	07/07/2026	FUEL-June 2026	80.95
WEX INC	113567184	07/07/2026	FUEL-June 2026	8,754.50
WEX INC	113567184	07/07/2026	FUEL-June 2026	2,076.69
WEX INC	113567184	07/07/2026	FUEL-June 2026	779.03
WEX INC	113567184	07/07/2026	FUEL-June 2026	683.24
WEX INC	113567184	07/07/2026	FUEL-June 2026	1,002.08
			Vendor 11421 - WEX INC Total:	**17,217.27**
Vendor: 10810 - WILLIAM F TUCKER				
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 331 CORNELL	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 14110 SANDUSKY	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 901 S 134TH ST	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 402 MURPHY	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 416 E FRONT	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 164 WARNER	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 159 EMERSON	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 120 EMERSON	200.00
WILLIAM F TUCKER	77811	07/07/2026	MOWING - 603 E FRONT ST	200.00
			Vendor 10810 - WILLIAM F TUCKER Total:	**1,800.00**
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG…	150021	07/07/2026	Engineering service - Multiple depts	1,490.00
WILSON & COMPANY INC ENG…	150021	07/07/2026	Engineering service - Multiple depts	210.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WILSON & COMPANY INC ENG...	150021	07/07/2026	Engineering service - Multiple depts	1,375.00
WILSON & COMPANY INC ENG...	150021	07/07/2026	Engineering service - Multiple depts	6,094.00
WILSON & COMPANY INC ENG...	151027	07/07/2026	Engineering services for multiple depts	630.00
WILSON & COMPANY INC ENG...	151027	07/07/2026	Engineering services for multiple depts	210.00
WILSON & COMPANY INC ENG...	151027	07/07/2026	Engineering services for multiple depts	1,983.50
WILSON & COMPANY INC ENG...	151027	07/07/2026	Engineering services for multiple depts	3,882.84
WILSON & COMPANY INC ENG...	151027	07/07/2026	Engineering services for multiple depts	1,770.00
WILSON & COMPANY INC ENG...	151741	07/07/2026	Project Management Services for 138th St. Project	2,899.24
			Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:	**20,544.58**
Vendor: 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL				
WYANDOTTE ECONOMIC DEV...	4286	07/07/2026	2026 Investment/ED Services-Remaining Balance	5,000.00
			Vendor 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL Total:	**5,000.00**
			Grand Total:	**658,504.83**

Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT03289 - 06-25-2026 HT Security Deposit Refunds June 2026

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-15343-07	Klinkenborg, Sara J	7/7/2026	159413	13.54			13.54	Generated From Billing
04-12070-12	Neufeld, Nicole L	7/7/2026	159414	43.31			43.31	Generated From Billing
04-12076-02	Depetre	7/7/2026	159415	27.19			27.19	Generated From Billing
Total Refunds: 3			**Total Refunded Amount:**	84.04				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	84.04
Revenue Total:	84.04

General Ledger Distribution

Posting Date: 07/07/2026

Fund	Account Number	Account Name	Posting Amount	IFT
Fund: 430 - Water Treat & Distribu				
	430-000-000-011999	Claim On Cash	-84.04	Yes
	430-000-000-021205	Unapplied Utility Credits	84.04	
		430 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-000-011100	Cash In Bank	-84.04	
	999-000-000-021500	Due To Other Funds	84.04	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Tiblow Trot

Recommendation: Staff recommends approval.

Action: Make a motion to approve the public use request for the 48th annual Tiblow Trot on Saturday, August 29, 2026

Background: The Bonner Springs Rotary Club submitted the attached public use request for the Tiblow Trot on August 29, 2026. The Rotary Club does not request the closure of streets for Tiblow Trot, but requests approval to use the designated streets and support from the City during the race.

Discussion:

Financial Impact:

City of Bonner Springs
KANSAS

Private Use of Parks, Streets, or Public Parking Lot Application

Fee $50.00 (Non-Alcohol)
Fee $250.00 (Alcohol on Premises)
***Not-for-profit organizations or individuals exempt from fees. (Attach certification form or 501c status)**

Date: 07/08/2026

Application must be submitted to the City Clerk at least thirty (30) days prior to the event, to allow for complete review of the request.

APPLICANT INFORMATION:

Name of Requested Event: Tiblow Trot

Date of Requested Event: Saturday, August 29, 2026

Time of Requested Event: 6:30 a.m. for a 7:00 a.m. race start time

Applicant Name: Jim Miller

Business or Organization: Bonner Springs Rotary Club

Street Address/Mailing Address: P.O. Box 465 City/State/Zip: Bonner Springs, KS 66012

Phone ____ Email: bonnerrotary@gmail.com

Is the event to raise funds for charitable purposes: Yes ☒ No ☐ If yes, what Charitable Purpose?
Proceeds from the race are used to provide scholarships to Bonner Springs High School students.

Submission of the application is acknowledgement that the applicant will be responsible for all public property used and adjacent areas, to be cleaned immediately after the event.

Submission of the application is acknowledgement that the applicant will notify all affected property owners and tenants.

☐ Organization Status Proof attached (required to be exempt from fees)

☒ Certificate of insurance that names the city as an additional insured attached.

LOCATION:

Public Parking Lot(s) Requested: ____

Park Requested: ☐ Centennial Park ☐ Dog Park ☐ Lion's Park
☐ Kelly Murphy Memorial Park ☐ Kerry Roberts Memorial Park
☐ North Park ☐ Center Park ☐ South Park
☐ Trails: ____

Street(s) Requested: See attached maps for race route.

EVENT INFORMATION:

Police, Fire, EMS or Other Municipal Services Needed: Yes ☒ No ☐
If yes, what services Police assistance with traffic control during the race.

Tent will be Used: Yes ☐ No ☐ (Tent permit form required, if applicable)

Provide full, detailed explanation of purpose of event; include if admissions or space rental will be charged:
Tiblow Trot 5 mile, 5K runs, and 2K walk to raise funds for scholarships.

☒ Clear map of the parking lot area, or street route to be used is attached
(Events with alcohol or cereal malt beverages must be at least 30 feet from Centennial Park).

☐ List of vendors that will participate in event attached.

☐ List of planned activities attached

☐ Background check forms for security personnel for police chief approval attached.

COMMON CONSUMPTION AREA ACTIVATION:

Is the applicant also requesting to activate the Common Consumption Area for the event?:

Yes, Downtown CCA ☐ Yes, Centennial Park CCA only ☐ No ☒

☐ List of current alcoholic beverage or cereal malt beverage licensees that will participate in the CCA must be attached. Each licensee's current approval from the State Division of Alcoholic Beverage Control to participate in the CCA must be on file with the City Clerk's office prior to approval.

CCA General Rules (not a complete list of the CCA regulations):

A. Consumption of alcohol is allowed 11:00 a.m. – 10:00 p.m. – Sunday -Thursday
11:00 a.m. – 12:00 p.m. – Friday & Saturday
B. Licensed retailers must obtain permission from Kansas Alcohol Beverage Control
C. Consumption is only permitted within the established boundaries of the CCA.
D. Outside alcohol is prohibited.

APPLICATION REQUIREMENTS AND RESTRICTIONS:

Application Requirements:

A. Submit this application and all required forms and information to the City Clerk's Office at least 30 days prior to the date of the event for City Council approval, but no more than one year in advance.
B. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.
C. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State must provide certification of their not-for-profit status.
D. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.

Restrictions:

A. Unless otherwise allowed by ordinance, no more than four special event permits will be issued per calendar year to any individual, business, association, or organization for the use of a public parking lot.
B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
C. Unless otherwise allowed by ordinance, no permit will be issued for more than three consecutive days, except for the carnival for Tiblow Days.

D. No permit will be issued which conflicts with the Annual Chamber of Commerce Tiblow Days, or any other city approved celebration.
E. Approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day.
F. No permit will be issued in conflict with any other approved event, Zoning Ordinance, City Ordinance, policy, or regulation.
G. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages may require separate permits per Chapter III Beverages, of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

Revocation of Permit: The City Manager or designee may suspend or revoke a permit issued; if the permittee fails to meet the conditions of the issuance of the permit, violates any provision of this Code or other ordinance of the City governing the activities permitted by the permit, or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2445, upon conviction, shall be fined not less than $20 nor more than $500 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.

____
Signature of Applicant

____
Date of application

Receipt

Transaction Code: MS
Product Code: LL

Public Parking Lot Use Special Event Application

Parks, Street, or Public Parking Lot Diagram

Draw in the diagram below (or attach a separate sheet) the area to be used for the requested event.
Draw in area for access that will be available for emergency access.

Email Copy to: Police Department, Fire-EMS Department, Public Works Department

F:\PUBLIC\WORD\Licenses & Permits Forms Ltrs\Private Use of Public Parking Lot Application.docx **Revised February 2024**

Rotary

Bonner Springs Rotary Club

P. O. Box 68
Bonner Springs, KS 66012

Mayor and City Council
City of Bonner Springs
P.O. Box 38
Bonner Springs, KS 66012

Dear City of Bonner Springs,

This year, we will celebrate the 48th Annual Tiblow Trot; sponsored by the Bonner Springs Rotary Club. A tradition that began in 1979 – made possible with support from the city of Bonner Springs and the help of many volunteers from our community.

The proceeds of the race are used to provide scholarships to Bonner Springs High School graduates. Last year we were able to give 6 x $1,000 scholarships. We were also able to donate $1,500 to Rotary International's Polio Plus Program, which strives to end Polio worldwide.

The race attracts people from all over to visit Bonner Springs and participate in our community activities such as Tiblow Days. The first Tiblow Trot was a 5-mile run through the city of Bonner Springs. As the race has grown, a 5K (3.1 miles) run and a 2K (1.25 miles) walk have been added.

This year's race will use the same routes as last year for the 5K run and 2K walk. The 5-mile race will incorporate some of last year's changes into our original course, based on input from participants. We have worked with the Bonner Police while planning the courses to ensure we have safe and workable routes. Enclosed, you will find maps showing the route for each distance. As in previous years, we would like to have use of the designated city streets outlined on the maps and race support. The race is scheduled to start at 7:00 am Saturday, August 29th and will last approximately one hour.

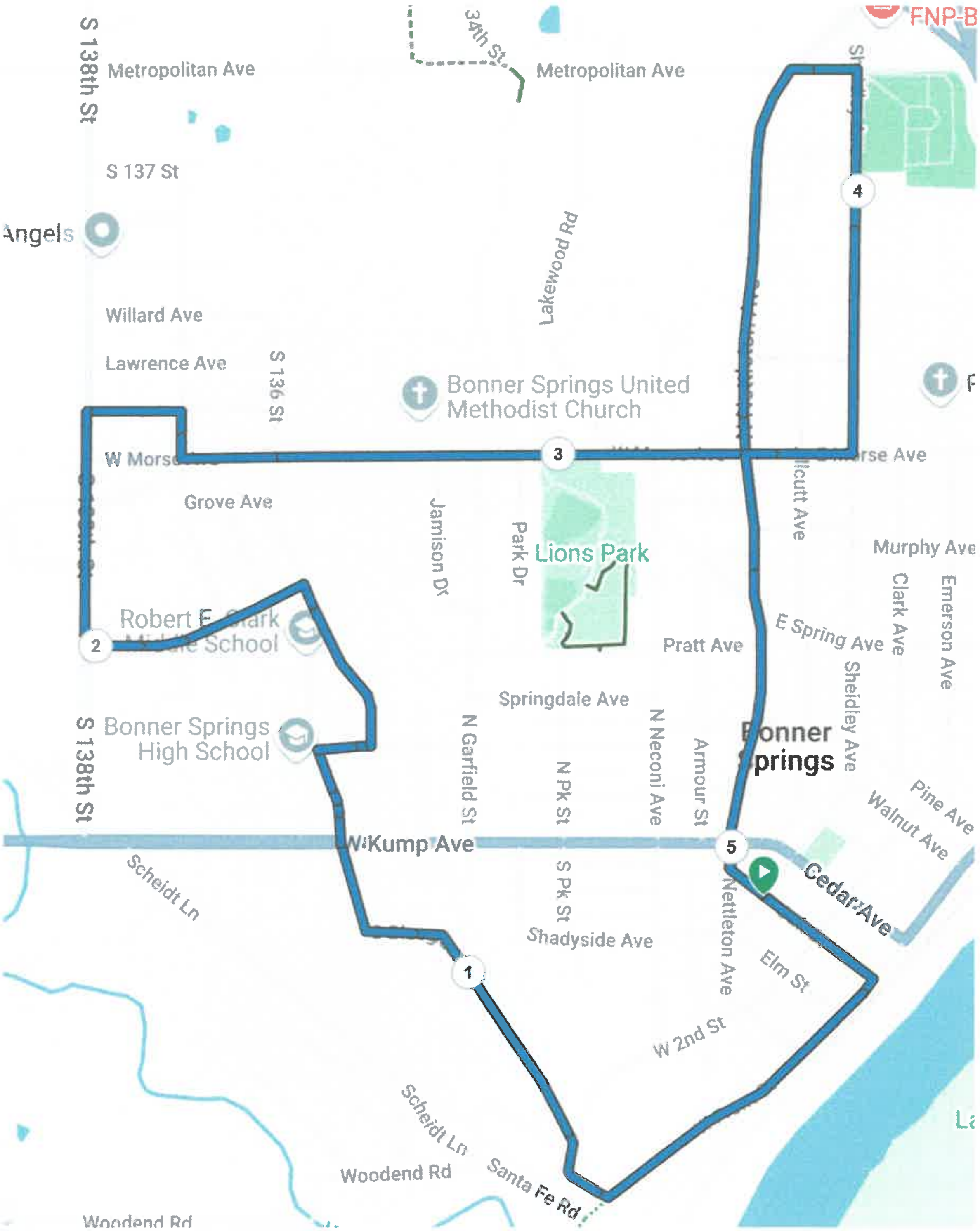
Thank you for your continued support of the Tiblow Trot.

Sincerely,

Jim Miller

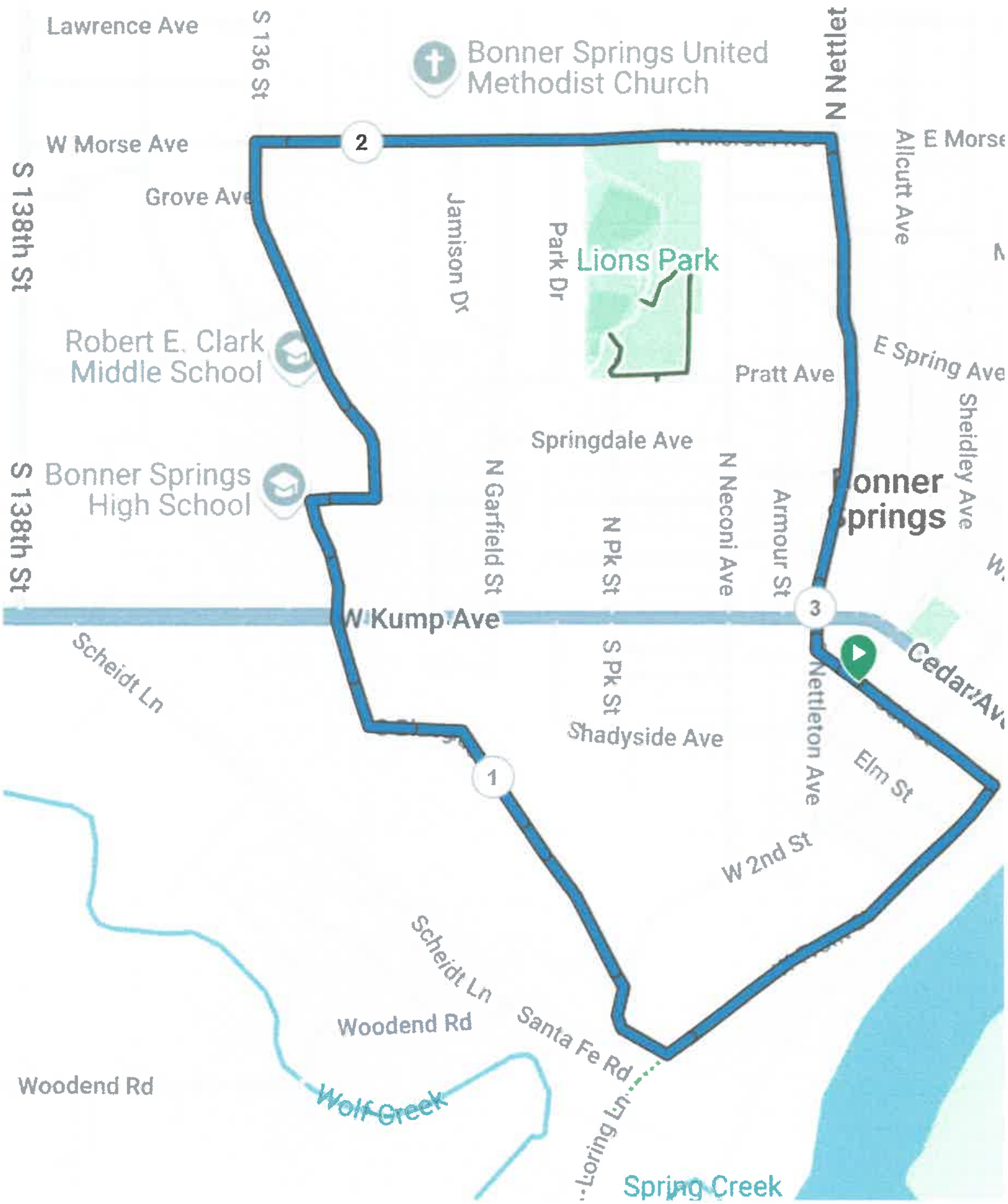
Jim Miller
Tiblow Trot Race Director

5-Mile Run



S 138th St
Metropolitan Ave
34th St
Metropolitan Ave
S 137 St
Willard Ave
Lawrence Ave
S 136 St
Lakewood Rd
Bonner Springs United Methodist Church
W Morse Ave
Grove Ave
Jamison Dr
Park Dr
Lions Park
Murphy Ave
Robert E. Clark Middle School
Pratt Ave
E Spring Ave
Clark Ave
Emerson Ave
Springdale Ave
Bonner Springs High School
N Garfield St
N Pk St
N Neconi Ave
Armour St
Sheidley Ave
Bonner Springs
S 138th St
Pine Ave
Walnut Ave
W Kump Ave
Scheidt Ln
S Pk St
Nettleton Ave
Cedar Ave
Shadyside Ave
Elm St
W 2nd St
Scheidt Ln
Woodend Rd
Santa Fe Rd
Woodend Rd
1
2
3
4
5

5K Run


Lawrence Ave
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Bonner Springs United Methodist Church
N Nettlet
W Morse Ave
2
E Morse
Allcutt Ave
S 138th St
Grove Ave
Jamison Dr
Park Dr
Lions Park
Robert E. Clark Middle School
Pratt Ave
E Spring Ave
Springdale Ave
Sheidley Ave
Bonner Springs High School
N Garfield St
N Pk St
N Neconi Ave
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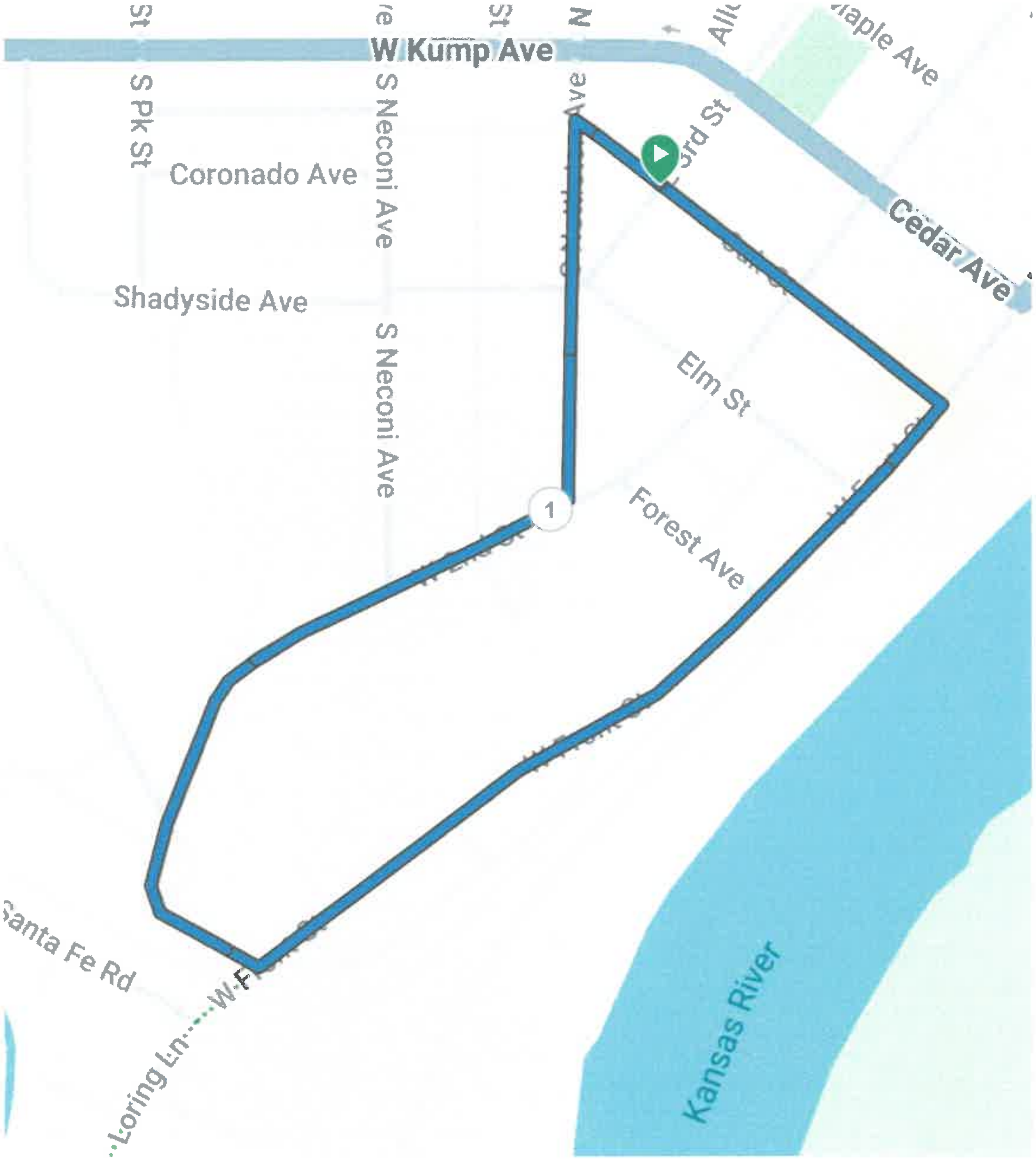
3
W Kump Ave
Cedar Ave
Scheidt Ln
S Pk St
Nettleton Ave
Shadyside Ave
1
Elm St
W 2nd St
Scheidt Ln
Woodend Rd
Santa Fe Rd
Woodend Rd
Wolf Creek
Loring Ln
Spring Creek

2K Walk


W Kump Ave
S Pk St
Coronado Ave
S Neconi Ave
Shadyside Ave
S Neconi Ave
Cedar Ave
Elm St
Forest Ave
Santa Fe Rd
Loring Ln
Kansas River

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Tiblow Days

Recommendation: Staff recommends approval.

Action: Make a motion to approve the public use request for Tiblow Days as presented.

Background: The Chamber of Commerce submitted a public use request for Tiblow Days on August 27-29, 2026. The request includes multiple street and parking lot closures. Please see the attached application for details. The request includes activation of the common consumption area.

Discussion:

Financial Impact:

City of Bonner Springs
KANSAS

Private Use of Parks, Streets, or Public Parking Lot Application

Fee $50.00 (Non-Alcohol)
Fee $250.00 (Alcohol on Premises)
***Not-for-profit organizations or individuals exempt from fees. (Attach certification form or 501c status)**

Date: 7/13/26

Application must be submitted to the City Clerk at least thirty (30) days prior to the event, to allow for complete review of the request.

APPLICANT INFORMATION:

Name of Requested Event: Tiblow Days 2026

Date of Requested Event: Aug 27-29

Time of Requested Event: Varies

Applicant Name: Bonner Springs Chamber of Commerce

Business or Organization: Mike Clouse

Street Address/Mailing Address: 309 Oak City/State/Zip: 66012

Phone ______ Email: info@bsedwchamber.org

Is the event to raise funds for charitable purposes: Yes ☑ No ☐ If yes, what Charitable Purpose? Chamber operations / community event

Submission of the application is acknowledgement that the applicant will be responsible for all public property used and adjacent areas, to be cleaned immediately after the event.

Submission of the application is acknowledgement that the applicant will notify all affected property owners and tenants.

☑ Organization Status Proof attached (required to be exempt from fees)

☑ Certificate of insurance that names the city as an additional insured attached.

LOCATION:

Public Parking Lot(s) Requested: See map

Park Requested:
☑ Centennial Park ☐ Dog Park ☐ Lion's Park
☑ Kelly Murphy Memorial Park ☐ Kerry Roberts Memorial Park
☐ North Park ☐ Center Park ☐ South Park
☐ Trails: ______

Street(s) Requested: See map

EVENT INFORMATION:

Police, Fire, EMS or Other Municipal Services Needed: Yes ☑ No ☐
If yes, what services ___see attatched___

Tent will be Used: Yes ☐ No ☑ (Tent permit form required, if applicable)

Provide full, detailed explanation of purpose of event; include if admissions or space rental will be charged:

____

____

☑ Clear map of the parking lot area, or street route to be used is attached
(Events with alcohol or cereal malt beverages must be at least 30 feet from Centennial Park).

☑ List of vendors that will participate in event attached. Not available yet

☑ List of planned activities attached

☐ Background check forms for security personnel for police chief approval attached.

COMMON CONSUMPTION AREA ACTIVATION:

Is the applicant also requesting to activate the Common Consumption Area for the event?:

Yes, Downtown CCA ☑ Yes, Centennial Park CCA only ☐ No ☐

☑ List of current alcoholic beverage or cereal malt beverage licensees that will participate in the CCA must be attached. Each licensee's current approval from the State Division of Alcoholic Beverage Control to participate in the CCA must be on file with the City Clerk's office prior to approval.

CCA General Rules (not a complete list of the CCA regulations):

A. Consumption of alcohol is allowed 11:00 a.m. – 10:00 p.m. – Sunday -Thursday
11:00 a.m. – 12:00 p.m. – Friday & Saturday
B. Licensed retailers must obtain permission from Kansas Alcohol Beverage Control
C. Consumption is only permitted within the established boundaries of the CCA.
D. Outside alcohol is prohibited.

APPLICATION REQUIREMENTS AND RESTRICTIONS:

Application Requirements:

A. Submit this application and all required forms and information to the City Clerk's Office at least 30 days prior to the date of the event for City Council approval, but no more than one year in advance.
B. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.
C. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State must provide certification of their not-for-profit status.
D. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.

Restrictions:

A. Unless otherwise allowed by ordinance, no more than four special event permits will be issued per calendar year to any individual, business, association, or organization for the use of a public parking lot.
B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
C. Unless otherwise allowed by ordinance, no permit will be issued for more than three consecutive days, except for the carnival for Tiblow Days.

D. No permit will be issued which conflicts with the Annual Chamber of Commerce Tiblow Days, or any other city approved celebration.
E. Approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day.
F. No permit will be issued in conflict with any other approved event, Zoning Ordinance, City Ordinance, policy, or regulation.
G. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages may require separate permits per Chapter III Beverages, of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

Revocation of Permit: The City Manager or designee may suspend or revoke a permit issued; if the permittee fails to meet the conditions of the issuance of the permit, violates any provision of this Code or other ordinance of the City governing the activities permitted by the permit, or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2445, upon conviction, shall be fined not less than $20 nor more than $500 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.

Mike Ce

Signature of Applicant

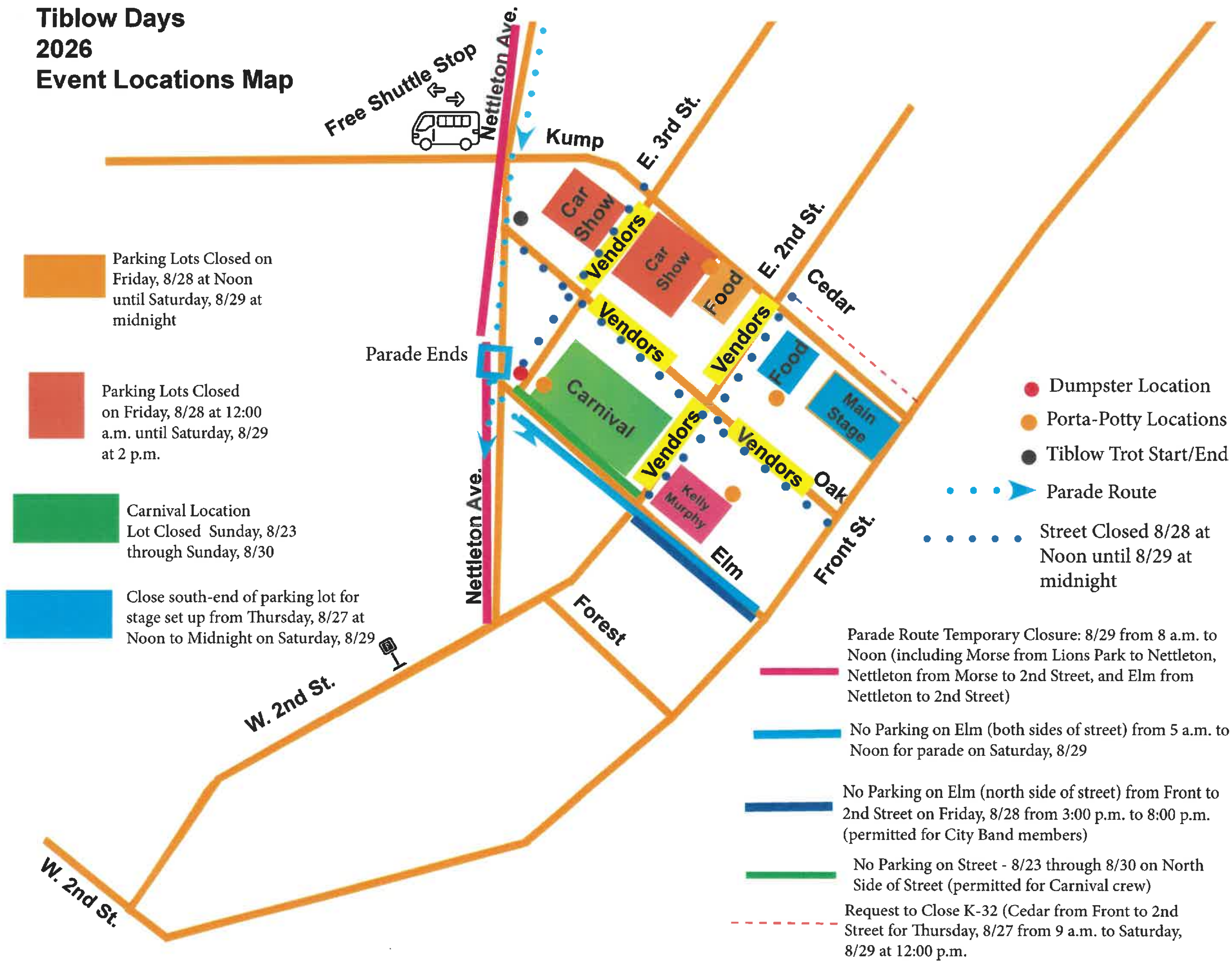
7/13/26

Date of application

Receipt

Transaction Code: MS
Product Code: LL

Tiblow Days 2026 Event Locations Map



Departmental Requests for Public Use Request:

The Tiblow Days committee will meet with city staff in advance to review duties for the event. However, the public use request, we specifically note public safety and public works assistance (along with other info from the city-Tiblow Days meeting and the duty sheets we review each year).

Police:
- Assistance with with event security and street closures.
- Public signage for street closures.
- Security and patrol in the event area and at Command Center.

Fire/EMS:
- Health and safety staffing for event and EMS at command center.
- Review of food trucks for KC Metro compliance on 8/28 and 8/29.

Public Works:
- Barricades delivered to intersections.
- Trash bins delivered in parking lots and designated areas.
- Trash removal throughout the event.

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Mark Lee

Subject: MC-01-26 - Municipal Code Amendment — Storage Container Regulations

Recommendation: Staff recommends approval.

Action: Option 1 - Make a motion to adopt an ordinance to amend the Municipal Code of Bonner Springs to allow storage containers to be utilized in all zoning districts, with regulations in place to determine setback distances, screening and other requirements.
Option 2 - Make a motion to adopt an ordinance to amend the Municipal Code of Bonner Springs to allow storage containers in some commercial, and all industrial zoning districts, keeping current residential district regulations.

Background: At the June 8th meeting, Council tabled this item. Staff has since revisited the document and is proposing alternative versions. Staff is presenting both of the options for Council to review and adopt one of the choices.

Option 1 is the original document that was presented at the June meeting. This would allow for storage containers to be utilized in all zoning districts, with regulations put in place to determine setback distances, screening requirements and others.

Option 2 is the revised document; this would allow for the use of storage containers in some commercial and all industrial zoning districts. They would regulate storage containers in residential districts as they are today.

Below is previously provided information from the June 8th meeting -
Staff has noticed more shipping containers popping up around town, some that have been in existence for years, some that have just shown up in the past few years. Rather than outright ban them, staff created regulations based loosely on surrounding communities.

Storage containers and the like are becoming increasingly used in both industrial and commercial facilities as well as in residential settings. These regulations will provide some guidance for those uses.

Discussion: The Municipal Code section is attached. Staff has included images of storage containers that have been reutilized as accessory structures as well.

Financial Impact:

Existing Municipal Code section and language –

11-414. Storage Containers.
The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.

Proposed Amendment(s) to Section(s) 11-302 and 11-414

No definition exists for Storage/Shipping Containers currently, the below will be added-

Section 11-302. General Definitions

Storage/Shipping Container – A standardized reusable steel intermodal container commonly used for the storage and movement of materials and products in a global containerized freight transport system. Other names include container, storage container, freight container, ISO container, cargo container, hi-cube container, Conex box and Sea Can.

Intermodal Shipping Container – A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials and indicates that the container can be moved from one mode of transport to another.

Shipping Containers DO NOT include rail box cars, truck trailers or vehicular transport truck box enclosures which were manufactured as an integral part of a vehicle, or which have or had permanently affixed wheels.

11-414. Storage/Shipping Containers.

A. **Storage/Shipping Containers - Ancillary to commercial or industrial uses:** The use or repair of Shipping Containers in operational or logistical support of non-retail commercial or industrial warehousing, manufacturing, distribution, or related uses is allowed and shall not be considered temporary. Such uses are not subject to the restrictions of this section.

1. If said storage/shipping container is to become a permanent fixture of the site, it shall have all signage on the shipping container removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition.

B. **Materials Stored (Commercial/Industrial)**: No commercial or business products, equipment or materials shall be stored in a container unless said container is located in commercial or industrial zoning and labeled appropriately.

C. **Setbacks and Separation distance (Commercial/Industrial):** Containers shall be setback a minimum of 20 ft. from the property lines. When adjacent to an existing residential property, containers shall be at least 50 ft. feet from the property line.

D. **Permanent Use:** Shipping containers are allowed for use as accessory structures, subject to the accessory building size, number, height, and location requirements set forth in the Unified Development Ordinance and subject to the following restrictions:

1. The use of shipping containers as permanent accessory structures requires the submittal of a landscape or buffering plan and the issuance of a building permit.
2. Maximum number of containers per parcel is one.
3. Maximum size per container is 1,360 cubic feet (8x8.5x20)
4. Maximum height is 8.5 feet
5. All signage/lettering on the shipping container shall be removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition, this shall include no visible rust, no flaking paint, and shall adhere to the requirements of the adopted Property Maintenance Code of Bonner Springs.
6. Shipping containers shall not be stacked on top of each other and shall be safe, structurally sound, stable, in good repair, and in compliance with any other City requirements, including building codes.
7. Adequate means for fire and emergency vehicle access to shipping containers shall be provided. A minimum of eight (8) feet of separation is required from adjoining structures.
8. Containers may not be stored in a manner that impedes access to public right-of-way, public utility or drainage easements, adjacent structures, and buildings, etc.
9. All shipping containers must be placed on a surface capable of sustaining vehicle and foot traffic loads without the formation of muddy or soft conditions. These surfaces may include concrete, asphalt, gravel, paving stones, or other similar durable, non-biodegradable materials.

E. **Screening and Landscaping (all districts):** The perimeter of the area on which containers are placed shall be screened from adjoining properties and from the street. Screening may consist of existing vegetation, new vegetation, fencing of at least six (6) feet in height, berms with landscaping and plantings, or other on-site structures that obscure the visual presence of the container from off-site locations. The container shall not be predominantly visible from any public street or from any residential property. If being used in a residential district a screening and/or landscape plan shall be provided, reviewed and approved prior to placement of the container

F. **Materials Stored (Residential)**: No commercial or business products, equipment or materials shall be stored in a container; materials stored inside the container shall be normal personal household items when used in residential zoning districts.

G. **Setbacks and Separation distance (Residential):** Containers utilized as accessory structures in residential districts shall meet the setback requirements as listed with in the appropriate zoning district.

H. **Temporary Use**: Shipping containers are allowed in all zoning districts as temporary uses for purposes of relocation of home or business, remodeling, or temporary storage of goods, equipment, or personal possessions, subject to the following restrictions:

OPTION 1 — WITH RESIDENTIAL

1. The maximum size of all containers on any zoned lot at any one time shall be 2,720 cubic feet. (this will allow for two containers measuring 20'x8'x8.5').
2. The maximum number of containers on any zoned lot at any one time shall be two.
3. Shipping containers are allowed for a maximum period of 30 days. Time extensions of up to an additional 30 days may be approved by the Code Enforcement Official, Public Works Director and/or the Community Development Director.
4. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.
5. All shipping containers must be placed on a hard surface. Such hard surface must be a solid surface capable of preventing the growth of grass or weeds and capable of sustaining vehicle and foot traffic loads without the formation of muddy or soft conditions. These surfaces may include concrete, asphalt, gravel, paving stones, or another similar durable, non-biodegradable materials.
6. No shipping container can be placed in such a way that it blocks visibility for motorists, or otherwise presents a safety hazard, in the judgment of the Code Enforcement Official, Public Works Director and/or the Community Development Director.

ORDINANCE NO. ______

An Ordinance Amending Sections 11-302 and 11-414 of the Municipal Code of Bonner Springs, Kansas

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Be it Ordained by the Governing Body of the City of Bonner Springs, Kansas:

Section I: Section 11-302 shall be amended by adding the following definitions for storage containers. Said definitions shall read as follows:

Storage/Shipping Container – A standardized reusable steel intermodal container commonly used for the storage and movement of materials and products in a global containerized freight transport system. Other names include container, storage container, freight container, ISO container, cargo container, hi-cube container, Conex box and Sea Can.

Intermodal Shipping Container – A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials and indicates that the container can be moved from one mode of transport to another.

Shipping Containers DO NOT include rail box cars, truck trailers or vehicular transport truck box enclosures which were manufactured as an integral part of a vehicle, or which have or had permanently affixed wheels.

Section II: Section 11-414 shall be amended as follows:

11-414. Storage/Shipping Containers.

A. **Storage/Shipping Containers - Ancillary to commercial or industrial uses:** The use or repair of Shipping Containers in operational or logistical support of non-retail commercial or industrial warehousing, manufacturing, distribution, or related uses is allowed and shall not be considered temporary. Such uses are not subject to the restrictions of this section.

1. If said storage/shipping container is to become a permanent fixture of the site, it shall have all signage on the shipping container removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition.

B. **Materials Stored (Commercial/Industrial)**: No commercial or business products, equipment or materials shall be stored in a container unless said container is located in commercial or industrial zoning and labeled appropriately.

C. **Setbacks and Separation distance (Commercial/Industrial):** Containers shall be setback a minimum of 20 ft. from the property lines. When adjacent to an existing residential property, containers shall be at least 50 ft. feet from the property line.

D. **Permanent Use:** Shipping containers are allowed for use as accessory structures, subject to the accessory building size, number, height, and location requirements set forth in the Unified Development Ordinance and subject to the following restrictions:

1. The use of shipping containers as permanent accessory structures requires the submittal of a landscape or buffering plan and the issuance of a building permit.
2. Maximum number of containers per parcel is one.
3. Maximum size per container is 1,360 cubic feet (8x8.5x20)
4. Maximum height is 8.5 feet

5. All signage/lettering on the shipping container shall be removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition, this shall include no visible rust, no flaking paint, and shall adhere to the requirements of the adopted Property Maintenance Code of Bonner Springs.

6. Shipping containers shall not be stacked on top of each other and shall be safe, structurally sound, stable, in good repair, and in compliance with any other City requirements, including building codes.

7. Adequate means for fire and emergency vehicle access to shipping containers shall be provided. A minimum of eight (8) feet of separation is required from adjoining structures.

8. Containers may not be stored in a manner that impedes access to public right-of-way, public utility or drainage easements, adjacent structures, and buildings, etc.

9. All shipping containers must be placed on a surface capable of sustaining vehicle and foot traffic loads without the formation of muddy or soft conditions. These surfaces may include concrete, asphalt, gravel, paving stones, or other similar durable, non-biodegradable materials.

E. **Screening and Landscaping (all districts):** The perimeter of the area on which containers are placed shall be screened from adjoining properties and from the street. Screening may consist of existing vegetation, new vegetation, fencing of at least six (6) feet in height, berms with landscaping and plantings, or other on-site structures that obscure the visual presence of the container from off-site locations. The container shall not be predominantly visible from any public street or from any residential property. If being used in a residential district a screening and/or landscape plan shall be provided, reviewed and approved prior to placement of the container

F. **Materials Stored (Residential)**: No commercial or business products, equipment or materials shall be stored in a container; materials stored inside the container shall be normal personal household items when used in residential zoning districts.

G. **Setbacks and Separation distance (Residential):** Containers utilized as accessory structures in residential districts shall meet the setback requirements as listed with in the appropriate zoning district.

H. **Temporary Use**: Shipping containers are allowed in all zoning districts as temporary uses for purposes of relocation of home or business, remodeling, or temporary storage of goods, equipment, or personal possessions, subject to the following restrictions:

1. The maximum size of all containers on any zoned lot at any one time shall be 2,720 cubic feet. (this will allow for two containers measuring 20'x8'x8.5').

2. The maximum number of containers on any zoned lot at any one time shall be two.

3. Shipping containers are allowed for a maximum period of 30 days. Time extensions of up to an additional 30 days may be approved by the Code Enforcement Official, Public Works Director and/or the Community Development Director.

4. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.

5. All shipping containers must be placed on a hard surface. Such hard surface must be a solid surface capable of preventing the growth of grass or weeds and capable of sustaining

vehicle and foot traffic loads without the formation of muddy or soft conditions. These surfaces may include concrete, asphalt, gravel, paving stones, or another similar durable, non-biodegradable materials.

6. No shipping container can be placed in such a way that it blocks visibility for motorists, or otherwise presents a safety hazard, in the judgment of the Code Enforcement Official, Public Works Director and/or the Community Development Director.

Section III: This ordinance shall be in full force and effect after passage and publication in the official city newspaper.

Approved by the Governing Body and signed by the Mayor on this ___ day of _____________, 2026.

____
Thomas A. Stephens, Mayor

ATTEST:

____
Christina Brake, CMC, City Clerk

(SEAL)

Existing Municipal Code section and language –

11-414. Storage Containers.
The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.

Proposed Amendment(s) to Section(s) 11-302 and 11-414

No definition exists for Storage/Shipping Containers currently, the below will be added-

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1. If said storage/shipping container is to become a permanent fixture of the site, it shall have all signage on the shipping container removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition.

B. **Materials Stored (Commercial/Industrial)**: No commercial or business products, equipment or materials shall be stored in a container unless said container is located in commercial or industrial zoning and labeled appropriately.

C. **Setbacks and Separation distance (Commercial/Industrial):** Containers shall be setback a minimum of 20 ft. from the property lines. When adjacent to an existing residential property, containers shall be at least 50 ft. feet from the property line.

D. **Permanent Use:** Shipping containers are allowed for use as accessory structures, subject to the accessory building size, number, height, and location requirements set forth in the Unified Development Ordinance and subject to the following restrictions:

1. The use of shipping containers as permanent accessory structures requires the submittal of a landscape or buffering plan and the issuance of a building permit.
2. Maximum number of containers per parcel is one.
3. Maximum size per container is 1,360 cubic feet (8x8.5x20)
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5. All signage/lettering on the shipping container shall be removed and the shipping container shall be painted a color complementary to the primary structure and maintained in good condition, this shall include no visible rust, no flaking paint, and shall adhere to the requirements of the adopted Property Maintenance Code of Bonner Springs.
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E. **Screening and Landscaping (Commercial/Industrial):** The perimeter of the area on which containers are placed shall be screened from adjoining properties and from the street. Screening may consist of existing vegetation, new vegetation, fencing of at least six (6) feet in height, berms with landscaping and plantings, or other on-site structures that obscure the visual presence of the container from off-site locations. The container shall not be predominantly visible from any public street or from any residential property. ~~If being used in a residential district a screening and/or landscape plan shall be provided, reviewed and approved prior to placement of the container~~

F. ~~**Materials Stored (Residential)**: No commercial or business products, equipment or materials shall be stored in a container; materials stored inside the container shall be normal personal household items when used in residential zoning districts.~~

G. ~~**Setbacks and Separation distance (Residential):** Containers utilized as accessory structures in residential districts shall meet the setback requirements as listed with in the appropriate zoning district.~~

F. **Temporary Use**: Shipping containers are allowed in all zoning districts as temporary uses for purposes of relocation of home or business, remodeling, or temporary storage of goods, equipment, or personal possessions, subject to the following restrictions:

Option 2 — No Residential

1. The maximum size of all containers on any zoned lot at any one time shall be 2,720 cubic feet. (this will allow for two containers measuring 20'x8'x8.5').
2. The maximum number of containers on any zoned lot at any one time shall be two.
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6. No shipping container can be placed in such a way that it blocks visibility for motorists, or otherwise presents a safety hazard, in the judgment of the Code Enforcement Official, Public Works Director and/or the Community Development Director.

ORDINANCE NO. ______

An Ordinance Amending Sections 11-302 and 11-414 of the Municipal Code of Bonner Springs, Kansas

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7. Adequate means for fire and emergency vehicle access to shipping containers shall be provided. A minimum of eight (8) feet of separation is required from adjoining structures.
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F. **Temporary Use**: Shipping containers are allowed in all zoning districts as temporary uses for purposes of relocation of home or business, remodeling, or temporary storage of goods, equipment, or personal possessions, subject to the following restrictions:

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3. Shipping containers are allowed for a maximum period of 30 days. Time extensions of up to an additional 30 days may be approved by the Code Enforcement Official, Public Works Director and/or the Community Development Director.
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6. No shipping container can be placed in such a way that it blocks visibility for motorists, or otherwise presents a safety hazard, in the judgment of the Code Enforcement Official, Public Works Director and/or the Community Development Director.

Section III: This ordinance shall be in full force and effect after passage and publication in the official city newspaper.

Approved by the Governing Body and signed by the Mayor on this ___ day of _____________, 2026.

____
Thomas A. Stephens, Mayor

ATTEST:

____
Christina Brake, CMC, City Clerk

(SEAL)

A couple solved their home-office quandary by plunking a shipping container in their backyard

BY ROXY KIRSHENBAUM | APRIL 25, 2017

The Container Shed Features

- Custom built on your site
- Modern roof style with metal roofing
- 2×6 wall framing on 16” OC spacing
- 8’ tall back wall with a 10’ tall front wall
- Options for LP Smartside, James Hardie fiber cement, or board and batten siding
- Generous eave on the tall side wall
- Optional roll-up doors
- Your choice of entry doors
- Sealed from the elements and painted


Shipping Container World


SHIPPING
CONTAINER WORLD

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Megan Gilliland

Subject: Ordinance Authorizing the Issuance of Industrial Revenue Bonds for The 120 on Oak

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Recommendation: Staff and bond counsel recommend approval.

Action: Make a motion to adopt an ordinance authorizing the City to issue Industrial Revenue Bonds and authorize the execution of documents in connection with the issuance of the bonds.

Background: The developer for the 120 on Oak apartment project has requested that the City issue its taxable industrial revenue bonds in the maximum principal amount of $10,000,000 for the purpose of financing a portion of the costs of acquiring, constructing, and equipping a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the "Project"), generally located west of Oak Street and West Front Street within the City, all pursuant to the K.S.A. 12-1740 to 12-1749d, inclusive, as amended.

Discussion: The 120 on Oak development team has requested use of the City's ability to issue taxable industrial revenue bonds in the amount of $10 million. Notwithstanding this Resolution of Intent of the City to issue the Bonds, the issuance of the Bonds is expressly subject to presentation, completion and final approval by the Governing Body of the City of each of the following conditions:

1. Satisfactory negotiation and approval of a base lease, lease agreement, trust indenture, bond ordinance and other documents necessary for the issuance of the Bonds;
2. Obtaining of all necessary zoning and building permits and compliance with all necessary regulatory approvals and with City ordinances;
3. Successful private placement of the Bonds or other purchase method approved by the City;
4. Approval of the Bonds by Bond Counsel, Kutak Rock LLP ("Bond Counsel"), and approval of certain legal matters pertaining to the Bonds by counsel to the Company;
5. Adequate security for the payment of the Bonds; and
6. Payment of all City fees and expenses in connection with the issuance of the Bonds as set forth in that certain Development Agreement for Oak Street RHID by and between the City and the Developer.

With these conditions now met, the City is able to authorize the issuance of the bonds.

Financial Impact: There is no property tax abatement associated with the IRBs since the project is already under an RHID. The IRB issuance was utilized for sales tax exemption on materials during construction. The sale of the Bonds shall be the responsibility of the Company.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF BONNER SPRINGS, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2026 (THE 120 ON OAK APARTMENTS PROJECT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING A MULTIFAMILY PROJECT; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS (THE 120 ON OAK APARTMENTS PROJECT).

WHEREAS, the City of Bonner Springs, Kansas (the "Issuer"), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, pursuant to Resolution No. 2024-10 of the Issuer adopted on July 8, 2024 (the "Resolution of Intent"), the Issuer expressed its intent to issue industrial revenue bonds (Taxable Under Federal Law) in the approximate principal amount of $10,000,000 for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the "Project"), for the benefit of The 120 Society LLC, a Kansas limited liability company (the "Company"), providing for a sales tax exemption for the Project financed with industrial revenue bonds, subject to certain conditions; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), in the principal amount not to exceed $10,000,000, (the "Bonds"), for the purpose of paying the costs of acquiring, constructing, equipping, and furnishing the Project, and authorizing the Issuer to lease and sublease the Project, as more fully described in the Indenture, in the Base Lease and in the Lease hereinafter authorized; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas as Trustee, or such other bank designated by the Company and approved by the Mayor (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Base Lase (the "Base Lease"), with the Company under which the Issuer will lease the Project from the Company; (iii) a Lease (the "Lease"), with the Company under which the Issuer shall cause the Project to be acquired, constructed, equipped, furnished, and leased to the Company in consideration of payments of Basic Rent and other payments as defined and provided for therein, and (iv) a Bond Purchase Agreement providing for the sale of the Bonds by the Issuer to the Company, (the Indenture, the Base Lease, the Lease, and the Bond Purchase Agreement are referred to collectively herein as the "Bond Documents");

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Acquired, Constructed, Equipped and Furnished. The Issuer is hereby authorized to cause the Project to be acquired, constructed equipped and furnished all in the manner and as more particularly described in the Indenture and the Lease herein authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized and directed to issue the Bonds for the purposes set forth in this Ordinance; provided, however, that issuance of the Bonds shall be conditioned upon receipt by the Issuer of a commitment for title insurance and other evidence that any existing litigation regarding the Project does not present a material risk to the Issuer. Issuance of the Bonds shall be conclusive evidence that such condition has been met. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the lease of the Project to the Company. The Bonds shall not be general obligations of the Issuer nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Execution of Bonds and Bond Documents. The Mayor or acting Mayor of the Issuer is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer, in the manner provided in the Indenture and as provided in this Ordinance. The Mayor or acting Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer, in substantially the forms on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor or acting Mayor may approve, which approval shall be evidenced by his or her execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Bonds and the Bond Documents and execute or attest such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 4. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 5. Further Authority. The officials, officers, agents and employees of the Issuer are hereby authorized and directed to take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 6. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

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PASSED by the Governing Body of the Issuer and approved by the Mayor on July 13, 2026.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

____
Thomas A. Stephens, Mayor

ATTEST:

____
Christina Brake, City Clerk

CITY OF BONNER SPRINGS, KANSAS

AS ISSUER

AND

**SECURITY BANK OF KANSAS CITY,
KANSAS CITY, KANSAS**

AS TRUSTEE

TRUST INDENTURE

DATED AS OF JULY 1, 2026

**NOT TO EXCEED $10,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)**

4915-1525-3173.1

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of July 1, 2026 (this "Indenture"), between the **CITY OF BONNER SPRINGS, KANSAS** (the "Issuer" and the "City"), and **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to the Act, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), in the principal amount not to exceed $10,000,000 (the "Series 2026 Bonds"), for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the "Improvements"), generally located at 120 Oak Street within the City, and to lease the Project (defined herein) to The 120 Society LLC, a Kansas limited liability company (the "Company"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2026 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Base Lease Agreement of even date herewith (the "Base Lease") to lease from the Company certain real property (the "Land") on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project") and (iii) to enter into a Lease of even date herewith (the "Lease"), between the Issuer and the Company, pursuant to which the Issuer shall lease back the Project to the Company, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of and interest on the Series 2026 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2026 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) created in this Indenture made for the security of the payment of the principal of and interest on the Bonds issued under this Indenture, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2026 Bonds, subject to these terms, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts created in this Indenture, the purchase and acceptance of the Series 2026 Bonds by the Original Purchaser, and of other good and valuable consideration, the receipt of which is acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions in this Indenture and in the Bonds contained, does pledge and assign unto the Trustee and its successors and assigns, the property described in paragraphs (a), (b) and (c) below (said property being referred to as the "Trust Estate"), to wit:

(a) The Issuer's leasehold interest in the real property situated in Wyandotte County, Kansas, described in *Schedule I* attached and constituting the Land (as defined herein), with all Improvements now or hereafter located thereon, to the extent and subject to the limitations provided in the Lease;

(b) All right, title and interest of the Issuer in, to and under the Base Lease and the Lease (except the Unassigned Issuer Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent (as defined in the Lease) derived by the Issuer under and pursuant to and subject to the provisions of the Lease; provided that the pledge and assignment made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease; and

(c) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf, or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions set forth in this Indenture, for the equal and proportionate benefit, protection and security of all Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the Issuer shall pay, or cause to be paid, the principal of and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment of (as provided in Article XIII of this Indenture), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured under this Indenture are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, the capitalized words and terms used in this Indenture and in the Lease shall have the meanings assigned in the Glossary attached hereto as *Appendix B*, unless some other meaning is plainly intended.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions of this Indenture.

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Bonner Springs, Kansas, Industrial

Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of bonds that may be issued hereunder is expressly limited to an amount not to exceed $10,000,000 principal amount of the Series 2026 Bonds and any Additional Bonds permitted under the terms of this Indenture.

Section 202. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof), and proceeds from the sale of the Issuer's leasehold interest in the Project and insurance and condemnation awards, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest, nor any judgment on or with respect to the Bonds, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation of the State, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation in this Indenture or imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom as provided above. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance of the Bonds.

Section 203. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall be fully registered bonds in the Authorized Denominations, not exceeding the principal amount of the Bonds maturing on any Principal Payment Date. The Bonds shall be substantially in the form set forth in Article IV of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the Dated Date of such series of Bonds; provided, however, that if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any

Bond certificates issued in lieu of Bonds surrendered for transfer or exchange, the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 204. Method and Place of Payment of Bonds. Payment of the principal and interest on each Bond shall be made by the Trustee on each Principal Payment Date or Interest Payment Date as of the Record Date, as applicable, to the person appearing on the registration books of the Issuer maintained by the Trustee as the Registered Owner by check or draft mailed to such Registered Owner at the address appearing on such registration books. Final payment of principal on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the stated maturity or earlier required redemption of the Bonds at the corporate trust office of the Paying Agent or at such other office designated by the Paying Agent. Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Registered Owner provided by the Registered Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Registered Owner's account at such bank and shall also acknowledge a wire transfer fee payable by such Registered Owner. In addition, as provided in Section 3.2 of the Lease, the Bonds may be paid or deemed to be paid by presentation of the Bonds to the Trustee for cancellation, or in such other manner as provided by the Trustee.

Section 205. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed to or imprinted on the certificates. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be an officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by the persons whom, at the actual time of the execution of such Bond certificate, shall be the proper officers to sign although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have an endorsed Certificate of Authentication substantially in the form set forth in Article IV of this Indenture, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bond certificates that may be delivered under this Indenture at any one time.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Series 2026 Bonds may only be transferred (1) to the Issuer or the Original Purchaser, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the 1933 Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the 1933 Act, or QIBs. By its acceptance of a Series 2026 Bond, each transferee of a Series 2026 Bond (except for the Issuer and the Original Purchaser) will be deemed to (1) have represented that the Series 2026 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the 1933 Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2026 Bonds will be made only in a transaction exempt from registration under the 1933 Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the 1933 Act, to the Issuer or the Original Purchaser or pursuant to an effective registration statement filed under the 1933 Act or pursuant to another available exemption from registration under the 1933 Act. The Series 2026 Bonds will bear a legend containing substantially the information set forth in this paragraph.

(b) The Trustee, the Issuer and the Original Purchaser shall have the right, prior to any offer, sale or transfer of the Series 2026 Bonds other than to the Issuer or the Original Purchaser, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer.

(c) Bonds may be transferred only upon the books maintained by the Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Bondowner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond Certificate(s), registered in the name of the transferee, of any Authorized Denominations in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Bondowner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Bondowner.

(d) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall immediately be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Bondowner before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion of the Bonds has been selected for redemption.

(e) All of the duties of the Trustee set forth in this Section 206 may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

(f) The Issuer and the Trustee consent to the Mortgage and a pledge of the Series 2026 Bonds to the Lender.

Section 207. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and interest on, any such Bond shall be made only to or upon the order of such Registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of Series 2026 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture a series of Bonds in the principal amount not to exceed $10,000,000 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project)." The Series 2026 Bonds shall be dated the Dated Date, shall become due on the Principal Payment Date and in the principal amount (subject to prior redemption as provided in Article III of this Indenture) and shall bear interest from their Dated Date or the Interest Payment Date to which interest has been paid, which interest shall accrue on the Outstanding principal amount of the Series 2026 Bonds as shown on *Schedule A* to the Series 2026 Bond at the Interest Rate and shall mature on the Maturity Date. The Series 2026 Bonds shall be issued as a single bond up to the maximum principal amount authorized for the Bonds.

The Trustee shall, and is hereby irrevocably authorized by the Issuer, to endorse *Schedule A* to the Series 2026 Bond to evidence the funding of proceeds from the sale of the Series 2026 Bonds and the payment of principal of and interest on the Series 2026 Bonds, and each such notation and the principal amount shown on *Schedule A* to the Series 2026 Bond shall be conclusive of the outstanding principal amount owing with respect to such Series 2026 Bonds, in the absence of manifest error; provided, however, that the Issuer's obligations shall not be affected by any failure to endorse *Schedule A* to the Series 2026 Bond correctly or at all.

(b) Interest on the Bonds shall be payable to the Owners on each Interest Payment Date in accordance with the provisions of Article II of this Indenture.

(c) The Trustee is designated as the Issuer's Paying Agent for the payment of the principal of and interest on the Series 2026 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2026 Bonds.

(d) Upon the original issuance and delivery of the Series 2026 Bonds, the effective date of registration shall be their Dated Date.

(e) The Series 2026 Bonds shall be substantially in the form and manner set forth in Article IV of this Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) A copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2026 Bonds and the execution of this Indenture, the Base Lease, the Lease, and the Bond Purchase Agreement (as defined herein);

(ii) An executed counterpart of this Indenture;

(iii) An executed counterpart of the Base Lease;

(iv) An executed counterpart of the Lease;

(v) An executed counterpart of the Bond Purchase Agreement;

(vi) An opinion of Bond Counsel to the effect that the Series 2026 Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Series 2026 Bonds is exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein;

(vii) An opinion of counsel to the Company and the Original Purchaser to the effect that the Base Lease, the Lease, and the Bond Purchase Agreement constitute valid and legally binding obligations of the Company and/or the Original Purchaser, as applicable;

(viii) A request and authorization to the Trustee on behalf of the Issuer, executed by the Mayor, to authenticate the Series 2026 Bonds and deliver the same to the Original Purchaser upon payment of the Purchase Price. The Trustee shall be entitled to conclusively rely upon such request and authorization as to name of the purchaser and the amount of such Purchase Price; and

(ix) Such other certificates, statements, opinions, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2026 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2026 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2026 Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the Purchase Price of the Series 2026 Bonds. The Original Proceeds, including accrued interest, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article V of this Indenture.

Section 209. Authorization of Additional Bonds.

(a) With the consent of the Owners of all Outstanding Bonds, Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2026 Bonds and any other Additional Bond Outstanding at any time and from time to time, upon compliance with the conditions provided in this Section, for any of the following purposes:

(i) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation to or thereof;

(ii) To provide funds to pay all or any part of the costs of acquisition, construction, equipping or furnishing of such additional Land or Improvements as the Company may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act; or

(iii) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer's governing body, in its sole discretion, shall enact an ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required, (iii) authorizing the Issuer to enter into a supplemental lease with the Company to provide for Rental Payments at least sufficient to pay the principal of and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction, or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2026 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of Article III of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2026 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and Article IV of this Indenture and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) A copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Lease;

(ii) An executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds;

(iii) An executed counterpart of the amendment or supplement to the Base Lease and/or the Lease, if required;

(iv) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been made for the payment of all of the Bonds to be refunded in accordance with the provisions of Article XIII of this Indenture;

(v) The written consent of 100% of the Owners of the Bonds;

(vi) A request and authorization to the Trustee on behalf of the Issuer, executed by the Mayor, to authenticate the Series 2026 Bond and deliver the same to the Original Purchaser upon payment of the Purchase Price. The Trustee shall be entitled to conclusively reply upon such request and authorization as to name of the purchaser and the amount of such Purchase Price; and

(vii) Such other instructions, certificates, opinions, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the Purchase Price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in Article V of this Indenture and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds, (excluding accrued interest which shall be deposited in the Principal and Interest Payment Account) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of and interest on the Bonds to be refunded, as provided in Section 1302 of this Indenture and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Company.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender of the certificate. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection with the issuance.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so delivered or destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2026 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds; provided, however, no provision shall be made with respect to the redemption of any Additional Bonds which would result in, or constitute the creation of, a preference or priority of such Additional Bonds over the Series 2026 Bonds.

Section 302. Redemption of Series 2026 Bonds. The Bonds shall be subject to redemption as follows:

(a) Extraordinary Optional Redemption. In the event of a Change of Circumstances, the Series 2026 Bonds shall be subject to redemption and payment prior to the stated maturity, at the option of the Issuer, upon instructions from the Company, on any date at the par value of the principal amount, plus accrued interest to the redemption date, without premium, provided all of the Series 2026 Bonds are so redeemed and paid according to their terms;

(b) Optional Redemption. The Series 2026 Bonds shall be subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall only be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount plus accrued interest to the redemption date, without premium; provided, however, any optional redemption of the Series 2026 Bonds pursuant to this subsection shall not result in Series 2026 Bonds Outstanding being in an amount less than an Authorized Denomination; and

(c) Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

At its option, the Company may deliver to the Trustee for cancellation, the Series 2026 Bonds in any aggregate principal amount desired and receive a credit in respect to the payment of the applicable portion of the principal amount thereof pursuant to this Section. Such credit shall only apply to the extent the applicable principal portion of such Series 2026 Bonds has not been previously canceled by the Trustee or previously applied as a credit against any redemption or payment obligation hereunder. The Series 2026 Bonds so delivered shall be credited at 100% of the Outstanding principal amount on the obligation of the Issuer on the next redemption or payment date, and any excess of such amount shall be credited on future redemption or payment obligations for such Series 2026 Bonds. The cancellation of Series 2026 Bonds pursuant to this Section shall not result in Series 2026 Bonds Outstanding being in any amount less than an Authorized Denomination, except for any final redemption of the Series 2026 Bonds prior to the Maturity Date.

If the Company intends to exercise the option granted by the preceding paragraph, the Company will furnish the Trustee and the Issuer with a certificate signed by its Authorized Company Representative indicating what portion of the principal amount of the Series 2026 Bonds will be cancelled and applied as a credit against redemption or payment obligations. Notwithstanding any provision herein to the contrary, it is the intent of the parties that ownership of the Bonds by the Company does not, in and of itself, extinguish the obligation for payment of the principal of and interest on the Bonds.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in amounts resulting in Bonds Outstanding for a series being in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds shall be redeemed in the manner selected by the Trustee. Bonds of less than a full maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) No portion of a Bond may be redeemed that would result in a Bond which is smaller than the then permitted minimum Authorized Denomination. For this purpose, the Trustee shall consider each Bond in a denomination larger than the minimum Authorized Denomination permitted by the Bonds at the time to be separate Bonds each in the minimum Authorized Denomination. Provisions of this Indenture that apply to Bonds called for redemption also apply to portions of Bonds called for redemption. If it is determined that one or more, but not all, of the face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or such Owner's attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including interest to the redemption date) of the portion of the Bonds called for redemption, and (2) for exchange, without charge to the Owner of the Bond, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 304. Trustee's Duty to Redeem Bonds. The Trustee shall call Bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the redemption date. Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Bondowners (unless waived) as provided in this Indenture. The Trustee shall call Bonds for redemption and payment as provided in this Indenture and shall give notice of redemption as provided in Section 305 of this Indenture upon receipt by the Trustee at least 45 days prior to the proposed redemption date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Company. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided in this Indenture, no instructions from the Company shall be necessary.

Section 305. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first-class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption (unless waived) to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the date of redemption, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of the Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the redemption date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 306. Effect of Call for Redemption. On or prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, plus accrued interest to the redemption date. Upon the deposit of such funds or Government Securities, and notice having been given as provided in Section 305 of this

Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally. The Series 2026 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A* attached hereto. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is hereby established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Bonner Springs, Kansas Project Fund (The 120 on Oak Apartments Project)." The Trustee may create separate subaccounts in the Project Fund for each series of Bonds issued pursuant to this Indenture.

Section 502. Deposits into the Project Fund. The following funds shall be paid over to (or deemed paid over to in such manner as may be provided by the Trustee) and deposited by the Trustee into the Project Fund, as and when received:

(a) The proceeds from the sale of the Series 2026 Bonds, excluding such amounts, if any, as are required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture, but including the initial funding of the Purchase Price for the Series 2026 Bonds and all subsequent advances made pursuant to the Bond Purchase Agreement;

(b) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to Section 702 of this Indenture;

(c) The proceeds from the sale of any Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds) (excluding such amounts thereof required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture);

(d) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Lease;

(e) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease; and

(f) Any other money received by or to be paid to the Trustee from any other source for the purchase, construction, furnishing and equipping of the Project, when accompanied by directions by the Company that such moneys are to be deposited into the Project Fund, as provided herein or as provided in Article IV of the Lease.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs in accordance with the provisions of Articles IV and V of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in Section 504 of this Indenture, the Trustee shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Company.

(c) In the event of casualty or condemnation, any Net Proceeds deposited in the Project Fund shall be disbursed by the Trustee in accordance with the provisions of Article XVIII of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions.

Section 504. Disposition Upon Completion of the Bond Improvements. The completion of the Bond Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Company of the Certificate of Completion required by Section 5.6 of the Lease. As soon thereafter as practicable, but in no event later than the Completion Date, any balance remaining in the Project Fund shall without further authorization be deposited in the Principal and Interest Payment Account and applied by the Trustee solely to the payment of principal of the Bonds through the payment or redemption thereof on any redemption date specified in Section 302 hereof or as otherwise permissible in the opinion of Bond Counsel.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to Section 901 of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in Article IX of this Indenture, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Principal and Interest Payment Account by the Trustee.

ARTICLE VI
REVENUES AND FUNDS

Section 601. Creation of the Principal and Interest Payment Account. There is directed to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Bonner Springs, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (The 120 on Oak Apartments Project)" (herein called the "Principal and Interest Payment Account"). The Trustee may create separate subaccounts in the Principal and Interest Payment Account for each series of Bonds issued pursuant to this Indenture.

Section 602. Deposits into the Principal and Interest Payment Account. The Trustee shall deposit into the Principal and Interest Payment Account, as and when received, the following:

(a) All accrued interest, if any, on the Series 2026 Bonds paid by the Original Purchaser of the Bonds;

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, an additional amount from the proceeds of such Additional Bonds, such additional amount not to exceed the sum which, when added to the accrued interest received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds;

(c) All Basic Rent payable by the Company to the Issuer specified in Section 3.1 of the Lease and any Additional Rent (as defined in the Lease) due under Section 3.3 of the Lease;

(d) Any amount in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 504 hereof upon completion of the Bond Improvements and any amount remaining in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 505 of this Indenture upon acceleration of the maturity of the Bonds;

(e) All interest and other income derived from investments of Principal and Interest Payment Account moneys as provided in Section 702 of this Indenture; and

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Principal and Interest Payment Account.

Section 603. Application of Moneys in the Principal and Interest Payment Account.

(a) Except as provided in subsection (d) of this Section, moneys in the Principal and Interest Payment Account shall be expended solely for the payment of the principal of and interest on the Outstanding Bonds as the same mature and become due or upon the redemption prior to maturity.

(b) The Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Principal and Interest Payment Account to pay the principal of and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) The Trustee, upon written direction of the Issuer and the Company, shall use any excess moneys in the Principal and Interest Payment Account (other than investment earnings credited to such account) to redeem Outstanding Bonds and interest accruing thereon prior to such redemption in accordance with and to the extent permitted by Article III of this Indenture so long as the Company is not in Default with respect to payments of Basic Rent under the Lease and to the extent said moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Company may also direct such excess moneys in the Principal and Interest Payment Account or such part of other moneys of the Company, as the Company may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Principal and Interest Payment Account after the principal of and interest on the Bonds shall have been paid in full or provision made therefor in accordance with Article XIII of this Indenture, shall be paid to the Company by the Trustee in accordance with the instructions signed by the Authorized Company Representative.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest on the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 605. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal becomes due, either at its stated maturity or at the date called for redemption, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Bondowner for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Bondowner, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Company, in accordance with the instructions signed by the Authorized Company Representative, the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Company, subject to the defense of any applicable statute of limitation, and the Owner of the Bond shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any additional interest.

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to Section 702 of this Indenture and such other interest as may be agreed upon.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Principal and Interest Payment Account shall be separately invested and reinvested by the Trustee at the written direction of the Company in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the absence of such written direction of the Authorized Company Representative, the Trustee shall invest or reinvest moneys as provided for in subsection (v) of the definition of Investment Securities as set forth in *Appendix B* attached hereto. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held, and except as otherwise specifically provided in this Indenture, the interest accruing on and any profit realized from such Investment Securities shall be credited to and accumulated in such fund or account, and any loss resulting from such Investment Securities shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund or account is insufficient for the purposes of such fund or account. In determining the balance in any fund or account, investments in such fund or account shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or short-term investment department. The Trustee shall have no liability for any loss experienced on any investment made pursuant to this Section unless due to its own negligence.

Section 703. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of Article VI of this Indenture for at least five years after the payment of all of the Outstanding Bonds.

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal of and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described in this Indenture, promptly pay or cause to be paid the principal of and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided in this Indenture and in the Bonds according to the true intent and meaning, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to protect the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by the Issuer from the Project to provide for payment of the principal of and interest on the Bonds as the same become due and payable. If the Issuer is unable to procure a new tenant who will enter into such a lease, the Issuer may take such good faith action as shall be in the best interests of the Bondowners which may include the sale of the Project, and if the Project is sold, after deducting all costs of the sale, any moneys derived from such sale shall be used for the purpose of paying the principal of and interest on the Bonds. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The Issuer covenants that it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent set forth in this Indenture; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 803. Performance of Covenants. The Issuer covenants that it will use best efforts to endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in this Indenture and in the Bonds.

Section 804. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues described to secure the payment of the principal of and interest on the Bonds. The Issuer covenants and agrees that, except as provided in this Indenture and in the Lease, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of Articles VI, VII and X of the Lease, the Company has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of the Company.

Section 806. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by the Company, such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Base Lease and the Lease. The Issuer covenants and agrees that it shall authorize the Trustee to enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Base Lease and the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners under this Indenture with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease. The Trustee, as assignee of the Base Lease and the Lease, in its name or in the name of the Issuer shall enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Base Lease and the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default under this Indenture.

Section 808. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX
REMEDIES ON DEFAULT

Section 901. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall then become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Lease, and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Bondowners owning 100% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 902. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Bondowners owning 100% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating to, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Bondowners, and any recovery of judgment shall be for the equal benefit of the Owners of all Outstanding Bonds.

(c) In any litigation with the Company, after an Event of Default, the Trustee may, after obtaining the written approval of Bondowners owning 100% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Bondowners, even if such settlement involves reletting the Project for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 903. Limitation on Exercise of Remedies by Bondowners. No Bondowner shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy under this Indenture, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this Section to institute such action, suit or proceeding in its own name; and such knowledge and request are declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy under this Indenture, it being understood and intended that no one or more Bondowners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right under this Indenture except in the manner provided in this Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided here and for the equal benefit of all Bonds then Outstanding.

Section 904. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and the Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceeding so directed would expose the Trustee to personal liability.

Section 905. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise of any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondowners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 906. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Bondowners owning 100% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in Section 901(b) of this Indenture. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings have been taken.

Section 907. Application of Moneys in Event of Default. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall be applied as follows:

FIRST: Pro rata to the payment of all fees and expenses (including but not limited to attorneys' fees) and disbursements associated with the collection of such moneys incurred by or on behalf of the Issuer or the Trustee;

SECOND: Pro rata to the payment of all advances by the Issuer or the Trustee; and

THIRD: A. If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

<u>First:</u> Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Bonds, with interest at the stated rate of interest on the Bonds; and

<u>Second:</u> Pro rata to the persons entitled thereto of the unpaid principal of any of the Bonds (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Bonds.

B. If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied pro rata to the payment of the principal and interest then due and unpaid on all the Bonds to the persons entitled thereto with interest at the stated rate of interest on the Bonds.

C. If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled (under the provisions of this Article), then the moneys shall be applied in accordance with part "A" of this subsection.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is made and upon such date interest on the amount of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section, and all fees, expenses, advances and charges of the Trustee and the Issuer have been paid, any balance remaining in the Principal and Interest Payment Account shall be paid to the Company in accordance with the instructions signed by the Authorized Company Representative.

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts in the manner in which a corporate trustee ordinarily would perform said trusts under a corporate indenture. The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform only such duties as are specifically set forth in this Indenture. The Trustee shall have no implied duties. The Trustee shall, during the existence of any Event of Default, exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. The Trustee's acceptance of the trusts imposed by this Indenture shall be subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those expressly set forth in this Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Indenture, the Base Lease and the Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and the Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Indenture, the Base Lease, and the Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Bondowners relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to act upon and rely upon the opinion or advice of counsel, who may be counsel to the Trustee, the Issuer or the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. Any reasonable costs incurred by the Trustee in the engagement of agents, attorneys or receivers shall be reimbursed to the Trustee by the Bondowners and the Company.

(c) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Base Lease, or the Lease, believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is a Bondowner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Mayor of the Issuer or the Authorized Company Representative as sufficient evidence of the facts therein contained, and the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representative shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and the Company pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(h) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(i) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Lease, except the failure by the Company to cause to be made any of the payments required to be made under the Lease or in accordance with Article VI hereof, or the failure by the Issuer to cause compliance by the Company with the provisions of Article VI of the Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Bondowners owning 100% in aggregate principal amount of all Bonds then Outstanding.

(k) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Land, the Company's leasehold or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Land, the Company's leasehold, the Improvements, the Trust Estate, or any portion thereof, if, in the opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

(l) The Trustee shall not be obligated to risk its own funds in the administration of the Trust Estate as described in Section 1002 below. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(m) The Trustee is not responsible for the use of the proceeds of the Bonds or the sufficiency of said proceeds to complete the Project.

Section 1002. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, reasonable agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee, or any of its agents, attorneys or receivers, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Lease. The obligation to pay such amounts shall survive the payment in full of the Bonds and the removal or resignation of the Trustee.

Section 1003. Notice to Bondowners if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Bondowners, as shown by the bond registration books required to be maintained by the Trustee and kept at the corporate trust office of the Trustee, unless such Event of Default has been cured or waived.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondowners, the Trustee may intervene on behalf of the Bondowners and shall do so if requested in writing by Bondowners owning 100% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Company to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the prior consent of the Company, shall immediately, in writing, designate a successor trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor trustee is approved and qualified. In the event the Issuer and the Company do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer and the Company; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first-class mail. The Issuer and the Company, concurrently with giving notice to the Trustee, shall give notice by first-class mail of the proposed removal of the Trustee to all Bondowners. Unless Bondowners owning 100% of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1008. Qualifications of Successor Trustee. Every successor trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Company.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, and upon payment of the fees and expenses owed to the predecessor, execute and deliver an instrument transferring to such successor trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, and the Company has failed after 30 days' written notice to make such payment, the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so in writing by Bondowners owning 100% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Base Lease or the Lease, and in particular in case of the enforcement of this Indenture, the Base Lease or the Lease upon the occurrence of an Event of

Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Annual Accounting. The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same in writing and remitting the Trustee's reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Recordings and Filings. The parties hereto acknowledge that, if requested by the Bondowner of any series of Bonds, a memorandum of base lease with respect to the Base Lease, a memorandum of lease with respect to the Lease and an assignment of leases with respect to the Issuer's assignment of certain rights under the Base Lease and the Lease to the Trustee will be filed with the register of deeds of Wyandotte County, Kansas. The Trustee agrees to file or cause to be filed any amendments to such documents or other security instruments reasonably requested by the Owners of the Bonds or the Issuer to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder; provided, however, the preparation and recording of any such documents or instruments shall be at the expense of the Company. The Trustee shall cause all appropriate continuation statements of financing statements under the Kansas Uniform Commercial Code which were initially recorded by the Issuer to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 1014. Performance of Duties under the Base Lease and the Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Base Lease and the Lease.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Bondowners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;

(c) To more precisely identify the Project or to substitute or add additional property thereto;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in Section 209 hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners. The Trustee and the Issuer may amend any provision of this Indenture or the Bonds with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Lease executed by the Company in connection with the issuance of Additional Bonds under Section 209 hereof shall be deemed to constitute consent of the Company to the execution of a Supplemental Indenture pursuant to Section 209 hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to Section 209 hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII
BASE LEASE AND LEASE AMENDMENTS

Section 1201. Base Lease and Lease Amendments. The provisions of the Base Lease and the Lease may be amended to the extent and upon the terms and conditions provided therein.

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in Section 1302 hereof, and provision shall also have been made for paying all other sums payable hereunder, including reasonable fees and expenses of the Trustee and the Paying Agents to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Principal and Interest Payment Account required to be paid to the Company under Section 603 hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of and interest on the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of this Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of and interest due and payable upon all of the Bonds then Outstanding or such payment provided for in accordance with Section 1302 hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

(c) Notwithstanding anything to the contrary in Sections 1301 and 1302 of this Indenture, if only a portion of the Project is being purchased by the Company as permitted by Article XVII of the Lease, a portion of the Bonds may be paid or redeemed as provided in Article XVII of the Lease and in the event of such partial payment or redemption of the Bonds, the duties of the Trustee under this Indenture shall cease as to the portion of the Bonds so paid or redeemed and the Trustee shall discharge and release this Indenture and take such further actions of the Trustee as are set forth above in this Section 1301 with respect to the portion of the Bonds so paid or redeemed and the portion of the Project so purchased by the Company.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until proper notice of such redemption shall have been given in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution; or

(ii) The fact of ownership of Bonds and the amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Bondowners owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the

Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledge establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Bondowners, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the Bondowners as herein provided.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, or overnight delivery that provides written evidence of delivery to the Notice Representative.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee. Notwithstanding the foregoing provisions of this Section, notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by the Trustee. The Issuer, the Trustee and the Company may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1405. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1406. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Indenture.

Section 1407. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1408. Electronic Storage and Electronic Notice to Trustee. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding the foregoing, and except as expressly authorized under Article II hereof, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Trust Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied, as of the date first above written.

CITY OF BONNER SPRINGS, KANSAS

By: ______________________________________
Thomas A. Stephens, Mayor

[SEAL]

ATTEST:

By: ________________________________
Christina Brake, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on July ____, 2026, by Thomas A. Stephens, Mayor, and Christina Brake, City Clerk, respectively, of the **CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: ______________

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Trust Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied (if any), all as of the date first above written.

SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas

By: ___________________________________
Name: _________________________________
Title: _________________________________

[SEAL, if any]

ATTEST:

By: ______________________________
Name: ____________________________
Title: ____________________________

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on _______________, 2026, by ____________________, as ____________________, and ____________________, as ____________________, on behalf of **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas, a state banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: ______________

APPENDIX A

FORM OF BONDS

FACE OF THE BOND

THE OWNER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH BOND (1) TO THE ISSUER OR THE ORIGINAL PURCHASER, (2) WITH THE WRITTEN CONSENT OF THE ISSUER PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT"), OR (3) WITH THE WRITTEN CONSENT OF THE ISSUER TO INSTITUTIONAL "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) UNDER THE 1933 ACT, OR QUALIFIED INSTITUTIONAL BUYERS ("QIB"). BY ITS ACCEPTANCE OF A SERIES 2026 BOND, EACH PURCHASER OF A SERIES 2026 BOND (EXCEPT FOR THE ISSUER AND THE ORIGINAL PURCHASER) WILL BE DEEMED TO (1) HAVE REPRESENTED THAT THE SERIES 2026 BONDS ARE BEING ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION AND (A) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR OR A FIDUCIARY OR AGENT (OTHER THAN A UNITED STATES BANK OR SAVINGS AND LOAN ASSOCIATION) THAT IS ACTING ON BEHALF OF AN INSTITUTIONAL ACCREDITED INVESTOR, OR (B) IT IS A QIB ACTING ON BEHALF OF ITSELF OR ANOTHER QIB (AND, IF IT IS A QIB, ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE 1933 ACT PURSUANT TO RULE 144A), AND (2) HAVE AGREED THAT ANY RESALE OF THE SERIES 2026 BONDS WILL BE MADE ONLY IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE 1933 ACT AND ONLY TO AN INSTITUTIONAL ACCREDITED INVESTOR OR TO A QIB IN A TRANSACTION MADE PURSUANT TO RULE 144A UNDER THE 1933 ACT, TO THE ISSUER OR THE ORIGINAL PURCHASER OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE 1933 ACT OR PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT. THE TRUSTEE, THE ISSUER AND THE ORIGINAL PURCHASER SHALL HAVE THE RIGHT, PRIOR TO ANY OFFER, SALE OR TRANSFER OF THE SERIES 2026 BONDS OTHER THAN TO THE ISSUER OR THE ORIGINAL PURCHASER, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM WITH RESPECT TO THE LAWFULNESS OF SUCH OFFER, SALE OR TRANSFER.

No. ____ Not to exceed $10,000,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF BONNER SPRINGS, KANSAS

INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)

Interest Rate:	Maturity Date:	Dated Date:
5.00%	July 1, 2027	July ____, 2026

Registered Owner: The 120 Society LLC
111 Oak Street, Bonner Springs, Kansas 66012
Tax ID# __________

Principal Amount: Up to Ten Million Dollars (as evidenced on Schedule A to this Series 2026 Bond)

The City of Bonner Springs, Kansas, a body politic and corporate incorporated as a city of the second class of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown above unless called for redemption prior to said Maturity Date, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series 2026 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed $10,000,000 (the "Principal Amount"), and to pay interest on the Outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of a 30/360-day basis) described above from the effective date of registration or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on July 1 (the "Interest Payment Date") of each year commencing on July 1, 2027, until said Principal Amount has been paid.

The Principal Amount or redemption price of this Bond shall be paid by check, draft or electronic transfer (provided instructions are provided as described herein) to the Registered Owner at the Maturity Date or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of Security Bank of Kansas City, Kansas City, Kansas (the "Paying Agent", "Trustee", and "Bond Registrar"). The interest payable on the Bonds on any Interest Payment Date shall be paid by check or draft mailed to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture, or at such other address as is furnished in writing by such Registered Owner to the Paying Agent at the close of business not less than 15 days preceding the Interest Payment Date (the "Record Date"). Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Registered Owner provided by the Registered Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Registered Owner's account at such bank and shall also acknowledge a wire transfer fee payable by such Registered Owner. In addition, as provided in the Lease (as hereinafter defined), the Bonds may be paid or deemed to be paid by presentation of the Bonds to the Trustee for cancellation, or in such other manner as provided by the Trustee.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project)," in the principal amount not to exceed $10,000,000 (the "Series 2026 Bonds"), issued for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the "Improvements") as further described in the herein-defined Indenture, generally located at 120 Oak Street within the City (the "Project"), to be leased by The 120 Society LLC, a Kansas limited liability company (the "Company"), to the Issuer pursuant to a Base Lease Agreement between the Company and the Issuer dated as of July 1, 2026 (the "Base Lease"), and leased back to the Company by the Issuer under the terms of a Lease dated as of July 1, 2026 (the "Lease"), between the Issuer and the Company, all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the governing body of the Issuer. Pursuant to such proceedings, the Issuer is authorized to execute and deliver the Indenture for the purpose of issuing and securing the Series 2026 Bonds and any Additional Bonds (being herein referred to collectively as the "Bonds").

The Series 2026 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of July 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2026 Bonds (the Series 2026 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series 2026 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Company, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series 2026 Bonds are also subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall only be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount plus accrued interest thereon, without premium; provided, however, any optional redemption of the Series 2026 Bonds shall not result in Series 2026 Bonds Outstanding being in an amount less than an Authorized Denomination.

Extraordinary Mandatory Redemption. The Series 2026 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

When any Bonds are called for redemption pursuant to the optional redemption previously described, unless waived by the Owner of this Bond, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of this Bond at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds.

All Bonds called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series 2026 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Issuer's leasehold interest in the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Bonner Springs, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (The 120 on Oak Apartments Project)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Series 2026 Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Series 2026 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Company has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series 2026 Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series 2026 Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Series 2026 Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Series 2026 Bonds to be dated the Dated Date shown herein.

CITY OF BONNER SPRINGS, KANSAS

[SEAL]

By: ________________________________
Mayor

ATTEST:

____
City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is ________________________.

SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas
Trustee

By: ___________________________________
Authorized Signature

4915-1525-3173.1

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

____

Print or Type Name and Address of Transferee

the City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), in the principal amount not to exceed $10,000,000 (the "Bonds") represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _______________

____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

____

(Name of Eligible Guarantor Institution)

By: ________________________________

Title: ________________________________

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF BONNER SPRINGS, KANSAS
INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)

Date	**Principal Installment Funded**	**Total Principal Amount Funded**	**Noted By**	**Principal Amount Paid**	**Interest Amount Paid**	**Outstanding Principal Amount**	**Noted By**
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______
______	______________	__________	______	__________	_________	___________	______

APPENDIX B

GLOSSARY OF WORDS AND TERMS

"Act" means K.S.A. 12-1740 *et seq.*, as amended.

"Additional Bonds" mean any Bonds issued in addition to the Series 2026 Bonds pursuant to Section 209 of this Indenture.

"Authorized Company Representative" means an individual as is designated to act on behalf of the Company as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Authorized Denominations" mean (a) with respect to the Series 2026 Bonds, the principal amount Outstanding as shown on *Schedule A* to the Series 2026 Bonds provided the minimum Authorized Denomination Outstanding at any time shall be at least $100,000 and (b) with respect to any Additional Bonds, the denominations provided for in this Indenture or Supplemental Indenture authorizing the issuance of such Additional Bonds.

"Base Lease" means the Base Lease Agreement, delivered concurrently with this Indenture, between the Company and the Issuer, as from time to time amended and supplemented in accordance with the provisions thereof and of Article XII of this Indenture.

"Bond" or "Bonds" mean the Series 2026 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Kutak Rock LLP or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer and the Company.

"Bond Improvements" mean the Improvements purchased, constructed or installed from Original Proceeds of the Series 2026 Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement, delivered concurrently with this Indenture, between the Issuer and the Company/Original Purchaser, as may be amended from time to time.

"Bondowner" means the Owner of any Bond and, with respect to the Series 2026 Bonds, means the Owner of 100% of the aggregate principal amount of the Outstanding Series 2026 Bonds.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

“Change of Circumstances” mean the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Land or the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenantable or the efficient utilization of the Project by the Company is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Base Lease or the Lease shall become void or unenforceable, or impossible of performance without reasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon the Issuer or the Company.

“Company” means The 120 Society LLC, a Kansas limited liability company, and its successors and assigns.

“Completion Date” means the date on which the Company files with the Trustee the Certificate of Completion required by Section 5.6 of the Lease or October 31, 2026, whichever comes first.

“Construction Period” means the period from the beginning of acquisition or construction of the Improvements to their Completion Date.

“Costs of Issuance” means any and all reasonable expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer’s counsel and counsel for the Company and publication expenses.

“Dated Date” means the date of issuance of the applicable series of Bonds.

“Default Administration Costs” mean the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

“Event of Default” means one of the following events:

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of any Bond on the stated maturity or accelerated maturity date thereof, or at the redemption date thereof;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Company by the Trustee, or to the Trustee, the Issuer and the Company by Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Company within such period and, diligently pursued until such default is corrected; or

(d) An "Event of Default" as defined in the Lease.

"Government Securities" mean direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" mean all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Series 2026 Bonds or any Additional Bonds.

"Indenture" means this Trust Indenture, between the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of this Indenture.

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2026 Bonds, the Interest Payment Date is July 1, 2027.

"Interest Rate" means, (a) with respect to the Series 2026 Bonds, 5.00% per annum calculated on a 30/360-day basis and (b) with respect to any Additional Bonds, the rate provided for in this Indenture or Supplemental Indenture authorizing the issuance of such Additional Bonds.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(i) Government Securities;

(ii) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(iii) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by such securities as are described above in clauses (i) or (ii), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(iv) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognizing as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i) or (ii) above;

(v) any investment in shares or units of a money market fund or trust determined by the Trustee to be suitable for and customarily used for investment of trust funds by trust departments of commercial banks; or

(vi) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (i), (ii) or (iii) above.

"Issuer" means the City of Bonner Springs, Kansas, a body politic and corporate incorporated as a city of the second class, duly organized and existing under the laws of the State, and its successors and assigns.

"Land" means the real property (or interests therein) described in *Schedule I*.

"Lease" means the Lease, delivered concurrently with this Indenture, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions thereof and of Article XII of this Indenture.

"Lender" has the meaning as provided in the Lease.

"Maturity Date" means the date on which the principal of any Bond becomes due and payable as therein and herein provided, whether at the stated maturity thereof or at a call for redemption or otherwise. With respect to the Series 2026 Bonds, the Maturity Date is July 1, 2027.

"Mortgage" has the meaning as provided in the Lease.

"Notice Representative" means:

(1) With respect to the Company, a member or manager at its Notice Address (as defined in the Lease).

(2) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Lease).

(3) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Lease).

"Original Proceeds" mean all sale proceeds, including accrued interest, from sale of the Series 2026 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means the Company.

"Outstanding" means, as of a particular date, all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment of redemption in accordance with the provisions of Section 1302 of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or "Registered Owner" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee and its successors and assigns.

"Payment Date" means the Principal Payment Date or the Interest Payment Date on any Bond.

"Permitted Encumbrances" mean the Mortgage; any other mortgages, liens or other encumbrances specifically described in *Schedule I*; easements and rights-of-way of record at the time of conveyance of the leasehold interest in the Land to the Issuer, and any other exceptions not affecting marketability or the usefulness of the Project to the Company.

"Principal and Interest Payment Account" means the "City of Bonner Springs, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (The 120 on Oak Apartments Project)," created pursuant to Section 601 of this Indenture.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Maturity Date or earlier required redemption. With respect to the Series 2026 Bonds, the Principal Payment Date is July 1, 2027, and ending on the Maturity Date.

"Project" means the Land and the Improvements, together with any Project Additions.

"Project Additions" mean any additional Improvements or any modifications, extensions or enlargements of the Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in Articles XI and XII of the Lease.

"Project Costs" mean those costs incurred in connection with the acquisition, construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Land, if any, and such of the Bond Improvements as are acquired, constructed, improved or in progress at the date of such issuance of the Series 2026 Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction, improvement or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses of acquiring, constructing, improving or installing Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Company for acquisition or performance of work on Improvements prior to the issuances of Additional Bonds;

(e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with Article VI of the Lease, respectively;

(f) interest accruing on Additional Bonds prior to the Completion Date, if and to the extent any Original Proceeds of Additional Bonds deposited to the credit of the Principal and Interest Payment Account pursuant to Section 602 of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the fund authorized and established with the Trustee pursuant to this Indenture and designated the "City of Bonner Springs, Kansas Project Fund (The 120 on Oak Apartments Project)."

"Purchase Price" means (a) with respect to the Series 2026 Bonds, any amount of money up to $10,000,000, which may be funded in increments as provided in Section 4.2 of the Lease; provided, however, that the initial funding of the Series 2026 Bonds must occur on the date of original delivery of the Series 2026 Bonds to the Original Purchaser and may not be less than the lesser of $100,000 or 5.00% of the maximum principal amount of the Series 2026 Bonds, and (b) with respect to any Additional Bonds, the amount set forth in this Indenture or supplement to this Indenture authorizing the issuance of such Additional Bonds.

"QIB" means a qualified institutional buyer as defined in Rule 144A promulgated by the Securities Exchange Commission under the Securities Act of 1933.

"Record Date" means as of the close of business of the 15th day of the month in each year preceding each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Rental Payments" mean the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to Article III of the Lease.

"Series 2026 Bonds" mean the City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), in the principal amount not to exceed $10,000,000.

"State" means the State of Kansas.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to Article XI of this Indenture.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, a state banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer Rights" mean the rights of the Issuer pursuant to the Base Lease and the Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Base Lease and the Lease, all in accordance with the terms of the Lease.

"1933 Act" means the Securities Act of 1933, as amended.

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Bonner Springs, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Wyandotte County, Kansas:

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

Subject to easements, reservations, restrictions, and covenants, if any, of record.

Said real property constituting the "Land" as referred to in the Trust Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease," respectively), subject to the Permitted Encumbrances (as defined in the Indenture).

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute

Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I, subject to the Permitted Encumbrances, together constituting the “Project” as referred to in the Indenture and the Lease.

CITY OF BONNER SPRINGS, KANSAS

AS ISSUER

AND

THE 120 SOCIETY LLC
AS TENANT

LEASE

DATED AS OF JULY 1, 2026

RELATING TO
NOT TO EXCEED $10,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)

4925-8519-3909.1

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LEASE

THIS LEASE, made and entered into as of July 1, 2026 (this "Lease"), between the **CITY OF BONNER SPRINGS, KANSAS** (the "Issuer" and the "City"), and **THE 120 SOCIETY LLC**, a Kansas limited liability company (the "Company"), as tenant.

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas (the "State"), with full lawful power and authority to enter into this Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and in order to provide for the economic development and welfare of the City of Bonner Springs, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) acquire a leasehold interest in and acquire, construct, equip, and furnish the Project (as defined in the Indenture);

(b) lease the Project to the Company for the rentals and upon the terms and conditions hereinafter set forth;

(c) issue, for the purpose of paying Project Costs (as defined in the Indenture), the Series 2026 Bonds under and pursuant to and subject to the provisions of the Act and the Indenture (herein defined), said Indenture being incorporated herein by reference and authorized by an ordinance of the governing body of the Issuer (the "Ordinance"); and

(d) grant the Company an option to purchase the Issuer's leasehold interest in the Project; and

WHEREAS, the Company, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Issuer and the Company do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in *Appendix B* to the Indenture. In addition to the words, terms and phrases defined in *Appendix B* to the Indenture and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as *Appendix C*, unless the context or use indicates another or different meaning or intent.

Section 1.2. Representations and Covenants by the Company. The Company makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Company is, and at all times will be, a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own and lease its property and conduct its business as now conducted and as presently contemplated, to execute and deliver this Lease and to perform its duties and obligations hereunder.

(b) The Company (i) shall maintain and preserve its existence as a limited liability company and maintain its authority to do business in the State and to operate the Project; and (ii) shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and the Owners of all of the Outstanding Bonds and (B) making provision for the payment in full of the principal of and interest on the Bonds.

(c) To the Company's knowledge, neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provision of its articles of organization or its operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Company is subject.

(d) To the Company's knowledge, this Lease constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(e) The Company agrees to operate and will operate the Project, or cause the Project to be operated, as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of its leasehold interest in the Project to the end of the Term.

(f) The estimated total cost of the Project to be financed by the Series 2026 Bonds, plus interest on the Series 2026 Bonds during acquisition, construction and equipping of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Series 2026 Bonds, will not be less than the aggregate face amount of the Series 2026 Bonds funded pursuant to the Bond Purchase Agreement.

(g) The Company hereby agrees to cooperate with the Issuer and/or the Secretary to provide the necessary information required for compliance with the new reporting requirements set forth in K.S.A. 74-50,226 *et seq,* to the extent such requirements are applicable to the Company in regard to the Bonds and/or the Project. Such information will be in the form and manner required by the Secretary for publication on the applicable Kansas Department of Commerce website. The Company will also pay any and all administrative fees to be collected by the Secretary or the State in connection with these reporting requirements.

Section 1.3. Representations and Covenants by the Issuer. The Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) It is a municipal corporation incorporated as a city of the second class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Lease and the Indenture and to carry out its obligations hereunder or thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Project, except this Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Series 2026 Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Series 2026 Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

(f) This Lease constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets unto the Company its leasehold interest in the Project and the Company hereby rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Issuer's leasehold interest in the Project for the Basic Term.

Section 2.2 Basic Term. This Lease shall commence as of the date of this Lease and end on July 1, 2027, subject to prior termination as specified in this Lease, but ending in any event when all of the principal of and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Company covenants and agrees to pay to the Trustee hereinafter provided and in the Indenture designated, for the account of the Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account referred to herein and in the Indenture established, on each Basic Rent Payment Date, Basic Rent in immediately available funds.

Section 3.2. Presentation of Bonds in Satisfaction of Rent. In the event the Company acquires any Outstanding Bonds, the Company may present the same to the Trustee for cancellation, and upon such cancellation, the Company's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall the Company's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of and interest on Outstanding Bonds as and when the same shall become due and payable in accordance with the provisions of the Indenture. In addition, the Basic Rent may be paid or deemed to be paid in such manner as provided by the Trustee.

Section 3.3. Additional Rent. Within 30 days after receipt of written notice thereof, the Company shall pay any Additional Rent required to be paid pursuant to this Lease.

Section 3.4. Rent Payable Without Abatement or Setoff. The Company covenants and agrees with and for the express benefit of the Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by the Company as the same become due, and that the Company shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is transferred, defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Company, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Company hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Company therefrom. Nothing in this Lease shall be construed as a waiver by the Company of any rights or claims the Company may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform in full all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.5. Prepayment of Basic Rent. The Company may at any time prepay all or any part of the Basic Rent without penalty or premium.

Section 3.6. Deposit of Rent by Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. The Original Proceeds shall be paid over to the Trustee for the account of the Issuer. The Original Proceeds can be paid or deemed paid in such manner as provided by the Trustee. The Trustee shall pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest received upon such sale of the Series 2026 Bonds to the Original Purchaser. The remainder of such proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

Section 4.2. Funding of Project Fund.

(a) Prior to the Completion Date for the Project, the Project Fund will be funded by the Bondowner in installments as requests for disbursements substantially in the form attached to this Lease as *Appendix A* are submitted to and accepted by the Trustee. Without the consent of the Trustee, the Company shall not submit more than two requests for disbursement per month. In accordance with the Bond Purchase Agreement, the Bondowner shall disburse installments to the Trustee for deposits in the Project Fund as the Company submits the above referenced requests for disbursements. In addition, as provided in the Indenture, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee.

(b) The Bondowner's obligation to fund the Project Fund ceases upon the occurrence of the earlier of: (i) the Completion Date; (ii) the advancement of maximum principal amount of the Series 2026 Bonds; or (iii) the date on which this Lease is terminated.

ARTICLE V

Section 5.1. Acquisition of Land and Improvements. The Company shall prior to or concurrently with the issuance of the Series 2026 Bonds lease to the Issuer the Land described in *Schedule I* and such of the Improvements as are then completed, installed or in progress pursuant to the Base Lease. The Company shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it or others in connection with the construction, installation or equipping of the Improvements other than Permitted Encumbrances.

Section 5.2. Environmental Matters. The Company has no knowledge that any Hazardous Substances or other materials defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or similar term defined by CERCLA or any other Environmental Law, the removal of which is required by the provisions of any applicable Environmental Law, or the maintenance of which is not in compliance with any such law.

The Company acknowledges that it is responsible for maintaining, or causing to be maintained, the Project in compliance with all Environmental Laws. In the event that the Company does not within a reasonable period of time, not to exceed 90 days, except in the case of an emergency requiring immediate action, proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, the Issuer, upon notice to the Company and the Company's failure to take action within 30 days of the receipt of such notice from the Issuer, immediately may elect (but may not be required) to undertake such compliance. Any reasonable costs expended by the Issuer in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the Issuer with respect to any breaches of the provisions of this Section.

The Company shall and does hereby indemnify the Issuer, the Trustee and the Bondowners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and reasonable costs incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

The Company agrees to give immediate written notice to the Issuer and the Trustee of any violation of any Environmental Law of which violation the Company has actual knowledge.

Section 5.3. Project Contracts. Prior to the delivery of this Lease, the Company may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Company after delivery of this Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. Subject to the Lender's rights in the Project Contracts, the Company hereby conveys, transfers and assigns to the Issuer all of the Company's rights in, but not its obligations under the Project Contracts and the Issuer hereby designates the Company as Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Company shall use commercially reasonable efforts to cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Company covenants to use commercially reasonable efforts to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Any and all amounts received by the Issuer, the Trustee or the Company from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5.4. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition, construction, equipping, and furnishing of the Improvements, but solely from the Project Fund, and hereby authorizes and directs the Trustee to fund all amounts submitted by the Company on the certificate of payment of Project Costs in accordance with this Lease, but solely from the Project Fund, from time to time, while the Company is in compliance with the requirements of Section 6.1 hereof, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form set forth by *Appendix A* hereto which is incorporated herein by reference and receipt of lien waivers for all amounts relating to construction of the Project.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on such certificate and shall not be required to make any investigation in connection therewith, except that the Trustee may investigate requests for reimbursements by the Company directly with the Company and may require such supporting evidence as would be required by a reasonable and prudent corporate trustee.

Section 5.5. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

(a) Name of seller;

(b) Name of the manufacturer;

(c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Company of such machinery and/or equipment;

(d) Common descriptive name of machinery or equipment;

(e) Manufacturer's or seller's technical description of machinery or equipment;

(f) Capacity or similar designation;

(g) Serial number, if any; and

(h) Model number, if any.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of said certificates. The Trustee may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith, except that the Trustee may investigate requests for reimbursements directly with the Company and may require such supporting evidence as would be required by a reasonable and prudent corporate trustee. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section shall be a part of the Project.

Section 5.6. Completion of Project. The Company covenants and agrees to proceed diligently to complete the Improvements on or before the Completion Date. Upon completion of the Improvements, the Company shall cause the Authorized Company Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred by the Trustee to the Principal and Interest Payment Account on the earlier of receipt of the Certificate of Completion or the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.7. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Company covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and the Company shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.8. Right of Entry by Issuer. The duly authorized agents of the Issuer shall have the right at any reasonable time and upon reasonable notice to the Company prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.9. Machinery, Furnishings, Equipment and Other Personal Property Purchased by the Company. If no part of the purchase price of an item of machinery, furnishings, equipment or other personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, furnishings, equipment or other personal property shall not be deemed a part of the Project.

ARTICLE VI

Section 6.1. Liability Insurance. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering the Company's operations in or upon the Project (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Company shall be named as insured or additional insured and the Issuer and the Trustee shall be named as additional insureds, as their interests in the Project shall appear, in an amount not less than $1,000,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the Issuer, the Company and the Trustee, such insurance to be maintained throughout the life of this Lease. The policy should include blanket contractual liability coverage, independent contractors coverage and broad form property damage coverage; and

(b) Worker's compensation with statutory benefits including employer's liability in such amount as is satisfactory to Bondowners, or, if such limits are established by law, in such amounts.

(c) With regard to buildings and improvements constituting a part of the Project, builder's risk-completed value form insurance insuring the Project against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of the Project. Such policy or policies of insurance shall name the Issuer, the Company and the Trustee as insureds or additional insureds, as their respective interests may appear, and all payments received under such policy or policies by the Issuer or the Company shall be paid over to the Trustee and be deposited in the Project Fund.

Section 6.2. Property Insurance. The Company shall and covenants and agrees that it will, throughout the Basic Term at its sole cost and expense, keep the Project continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to Section 6.1(a) of this Lease, all of which policies shall name the Company, the Issuer, and the Trustee as insureds or additional insureds, as their interests appear, which policies shall not be cancelable except upon at least 10 days' prior written notice to the Issuer and the Trustee.

Section 6.3. General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies, or within 30 days of renewal, certificates of the policies provided for in this Article shall be delivered by the Company to the Trustee. All policies of such insurance and all renewals thereof shall name the Company as insured and the Issuer and the Trustee as additional insureds and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 10 days' written notice to the Issuer, the Company and the Trustee and shall be payable to the Issuer, the Company and the Trustee as their respective interests appear. The Issuer and the Company each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment to be made to the Trustee, as long as such payment is required by this Lease to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by the Company.

(b) Each policy of insurance hereinabove referred to shall be issued by an insurance company qualified under the laws of the State to assume the risks covered therein.

(c) Certificates of insurance evidencing the insurance coverage herein required shall be filed with the Trustee continuously during the term of this Lease, or immediately upon the change or transfer of such insurance coverage.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Company.

(f) Anything in this Lease to the contrary notwithstanding, the Company shall be liable to the Issuer and the Trustee pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Company, its agents, licensees, contractors, invitees or employees.

Section 6.4. Evidence of Title. The Company shall furnish the Issuer and Trustee with evidence of title in the form of the Company's existing owner's policy of title insurance or a current ownership and encumbrance report evidencing the Company's fee simple title to the Land, subject to the Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions. The Company shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Company shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Company exercises its right to contest any Impositions in accordance with Section 7.4 hereof, the Company shall, within 30 days after the last day for payment, without penalty or interest, of an Imposition which the Company is required to bear, pay and discharge the same pursuant to the terms hereof, and deliver to the Issuer a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Issuer May Not Sell. The Issuer covenants that except pursuant to Article XX hereof after an Event of Default has occurred and is continuing, without the Company's prior written consent, unless required by law, it will not sell or otherwise part with or encumber its leasehold interest in the Project at any time during the Term of this Lease.

Section 7.4. Contest of Impositions. The Company shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Company (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash or other form of security reasonably acceptable to the Issuer, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, and (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest due to the Issuer's leasehold interest in the Project.

Section 7.5. Ad Valorem Taxes. The Company acknowledges that nothing in this Lease is to be construed as an agreement by the Issuer to grant an exemption from general ad valorem and property taxes for the property financed with the proceeds of the Series 2026 Bonds.

Section 7.6. Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that under the existing provisions of K.S.A. 79-3606(d) and other applicable law, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improvement, equipping, furnishing, or remodeling of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer has previously obtained from the State and furnished to the contractors and suppliers an exemption certificate for the acquisition, purchase, construction, improving, equipping, furnishing, or remodeling of the Project. The Company agrees that such exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. Upon request by the Issuer, if sufficient information is not available from the Trustee, the Company shall provide a statement to the Issuer reflecting the purchases of tangible personal property or services becoming part of the Project which received an exemption under this Section.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Lease, the Company shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Article.

ARTICLE IX

Section 9.1. Sublease by the Company. The Company may sublease the Project, or any portion thereof, for use and occupancy by others in the normal course of its business without the Issuer's prior consent. In the event of any such subleasing, the Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Company of any of its duties and obligations hereunder. All subleases shall be subject and subordinate in all respects to the provisions of this Lease. Nothing in this Lease shall allow the Issuer, its successors or assigns, to disturb the rights of any subtenant of the Company to use the Land and the Improvements thereon under the terms and conditions as set forth in such subtenant's lease with the Company.

Section 9.2. Assignment by the Company. Except as otherwise provided in this Section or Section 9.1 of this Lease, the Company may not assign, mortgage or sell its interest or any part hereof in this Lease or the Base Lease without the prior written consent of the governing body of the Issuer (which will not be unreasonably withheld, conditioned or delayed). In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

The Issuer and the Company acknowledge that the Project is or will be encumbered by and subject to the terms of the Mortgage. No consent by the Issuer shall be required for the mortgage of the Company's interest in the Project or this Lease as provided in the Mortgage or the assignment of the Company's interest in this Lease to the Lender. Despite the foregoing provision, in the event that the Lender forecloses on the Mortgage and the Lender desires to continue as tenant under the Lease, the Lender shall obtain the prior written consent of the Issuer (which will not be unreasonably withheld, conditioned or delayed) and the Lender shall expressly assume and agree to perform all of the obligations of the Company under this Lease. The Issuer and the Company further acknowledge that this Lease and the Base Lease are subordinate to the Mortgage and that the Lender has not granted any rights of nondisturbance with respect to this Lease.

Further, if the Project is encumbered by a Mortgage entered into after the effective date of this Lease, the Issuer and Company acknowledge and agree that this Lease and the Base Lease shall be subordinate to such Mortgage and the Issuer and Company shall, at the request of the Lender, enter into such agreements as may reasonably be requested by such Lender to evidence such subordination.

Notwithstanding anything to the contrary contained in this Lease or any such Mortgage, if the Lender forecloses on any such Mortgage and the Lender desires that this Lease, and/or the Base Lease be assigned to the Lender, then written consent of the Issuer is required for such assignment.

Section 9.3. Release of the Company. If, in connection with an assignment by the Company of its interest in this Lease, (1) the Issuer and the Owners of 100% in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment, but only if the consent to such an assignment is required by the terms of this Lease, and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Company under this Lease; then the Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Company shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Company with or into, or a sale, lease or other disposition of all or substantially all of the property of the Company as an entirety to another person, association, corporation or other entity, and (1) the Issuer shall file with the Trustee its prior written consent to such assignment or transfer, (2) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Company under this Lease, and (3) the Company shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by the certificate of an independent certified public accountant of recognized standing or other evidence reasonably satisfactory to the Trustee and the Issuer establishing that the net worth of such proposed assignee, transferee or surviving corporation or other entity immediately following such assignment or transfer will be at least equal to the net worth of the Company as shown by the most recent financial statement of the Company furnished to the Trustee pursuant to this Lease; then and in such event the Company shall be fully released from all obligations accruing hereunder after the date of such assignment or transfer.

Section 9.5. Covenant Against Other Assignments. The Company will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except for Permitted Encumbrances and assignments or transfers of interest which are otherwise in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Company covenants and agrees that it will, during the Term of this Lease, at its own expense or at the expense of its subtenants, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order.

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Company shall have the right, provided the Company is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and is no longer used by the Company or, in the opinion of the Company, is no longer useful to the Company in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) With respect only to such items of machinery or equipment that originally cost $150,000 or more, to the following:

(i) Prior to any such removal, the Company shall furnish the certificate described below to the Trustee and pay any consideration received for such machinery or equipment as set forth in said certificate to the Trustee and the Trustee shall deposit such amount in the Principal and Interest Payment Account. Any money deposited in the Principal and Interest Payment Account pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(ii) The Company may remove any machinery or equipment constituting a part of the Project without complying with the provisions of subsection (i) above; provided, however, that the Company shall promptly replace any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which perform the same function as the machinery or equipment so removed, and the machinery or equipment so acquired by the Company to replace such machinery or equipment thereafter shall be deemed a part of the Project. The Company shall maintain accurate records of such replacements and upon request shall prepare a certificate of the Authorized Company Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Company has acquired to replace the machinery or equipment so removed by the Company, stating the cost thereof and the respective acquisition dates.

(iii) Prior to any such removal, the Company shall prepare a certificate signed by the Authorized Company Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (B) stating the reasons for such removal, (C) stating what disposition, if any, of the machinery or equipment is to be made by the Company after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Company therefor, if any, and (D) setting forth the original cost of such machinery or equipment.

(b) With respect to such items of machinery or equipment that originally cost less than $150,000, the Company shall deliver to the Trustee a certificate setting forth the facts provided for in subsection (a)(iii) above. In no event shall the Company pursuant to this subsection (b) remove items of machinery or equipment having an aggregate original cost of more than $1,000,000 without replacing such items with items of similar cost or value.

All machinery or equipment constituting a part of the Project and removed by the Company pursuant to this Section shall become the absolute property of the Company and may be sold or otherwise disposed of by the Company subject to the certification requirements of this Section. In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Article to remove machinery or equipment constituting a part of the Project is intended only to permit the Company to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Company's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Company.

ARTICLE XI

Section 11.1. Alteration of Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as the Company from time to time may deem necessary or advisable without consent of the Issuer or the Trustee; provided, however, the Company shall not make any major change or alteration which will materially adversely affect the intended use or structural strength of any part of the Improvements. All changes and alterations made by the Company pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Company, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Company and may be removed by the Company at any time; provided further, however, that all such additional machinery, equipment and/or personal property which remain in the Project after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XII

Section 12.1. Additional Improvements. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Company from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Company pursuant to the authority of this Article shall, during the Term, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time during the Term hereof. The Company covenants and agrees (a) to make any repairs and restorations required to repair any damage to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Company pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, shall continue to be subject to the Base Lease; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and are not a part of the Project.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Company shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2. Mechanic's Liens. The Company shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Company shall discharge the same of record within 30 days after the date of filing, unless such time is otherwise extended in accordance with Section 13.3 hereof. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Company, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, cash or other security reasonably acceptable to the Issuer, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be contracted for by the Company in the Company's own name or by the subtenant in such subtenant's own name and the Company or subtenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

Section 14.1. Indemnity. The Company shall and hereby covenants and agrees to indemnify, protect, defend and save the Issuer and the Trustee harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Term hereof, including any mechanic's, materialmen's or similar liens against the Project, and upon timely written notice from the Issuer or the Trustee, the Company shall defend the Issuer and the Trustee in any action or proceeding brought thereon; provided, however, that nothing contained in this Section shall be construed as requiring the Company to indemnify the Issuer or the Trustee for any claim resulting from the gross negligence or bad faith acts of Issuer or the Trustee, or any willful or malicious act or omission of the Issuer or the Trustee, or their respective agents and employees. The Company also covenants and agrees, at its expense, to pay and to indemnify the Issuer and the Trustee from and against all costs, expenses and charges, including reasonable counsel fees (to the extent permitted by law), incurred in obtaining possession of the Project after default of the Company, or in enforcing any covenant or agreement of the Company contained in this Lease, the Base Lease or the Indenture.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice to the Company, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of an Event of Default by the Company under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, and with reasonable written notice to the Company for the purpose of exhibiting the Project to prospective purchasers or lessees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Term. The Company shall have the option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Company shall give the Issuer written notice of its intention to exercise each such option at least 30 days prior to the expiration of the Basic Term and (b) the Company is not in default hereunder in the payment of Basic Rent or Additional Rent at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Company exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Company during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $1,000.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Company shall have the option to purchase the Issuer's leasehold interest in the Project or any portion thereof at any time during the Term hereof and for a period of 30 days thereafter. The Company shall exercise its option by giving the Issuer written notice of the Company's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Company may not, however, exercise such option if the Company is in Default hereunder on the Closing Date unless all Defaults are cured upon payment of the purchase price specified in Section 17.2 hereof.

Section 17.2. Termination of Base Lease and Lease; Purchase Price. If said notice of election to purchase the Project or any portion thereof is given, the Issuer and the Company shall terminate the Base Lease and this Lease as it relates to the Project or portion thereof so purchased and the Issuer shall release all of its interest in the Project, or the portion thereof so purchased, to the Company on the Closing Date free and clear of all liens and encumbrances except:

(a) Permitted Encumbrances;

(b) those to which title was subject on the date of this Lease, or to which title became subject with the Company's written consent, or which resulted from any failure of the Company to perform any of its covenants or obligations under this Lease;

(c) outstanding taxes and assessments, general and special, if any, which have been assessed but not yet paid; and

(d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project.

The purchase price to be paid by the Company at closing (which the Company agrees to pay in immediately available funds at the time of delivery of the Issuer's release or other discharge instruments to the Company as hereinafter provided) shall equal:

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full with respect to the Outstanding Bonds or the portion thereof attributable to the portion of the Project being purchased (A) the principal of said Bonds or portion thereof, (B) all interest due on said Bonds or portion thereof to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses, and premiums incident to the redemption and payment of said Bonds or portion thereof in full, plus

(ii) $1,000.

Nothing in this Article shall release or discharge the Company from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, become due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Company prior to the Closing Date.

At its option, to be exercised at least 5 Business Days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation plus the accrued interest thereon.

Section 17.3. Closing of Purchase. On the Closing Date the Issuer shall deliver to the Company appropriate instrument or instruments of assignment or release, properly executed and releasing the Issuer's leasehold interest in the Project to the Company free and clear of all liens and encumbrances except as set forth in the preceding Section above provided as follows: (a) the amount specified in clause (i) of Section 17.2 shall be paid to the Trustee for deposit in the Principal and Interest Payment Account to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of said Section 17.2 shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of assignment or release to the Company until after all duties and obligations of the Company under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Company of the Issuer's appropriate instrument or instruments of assignment or release and payment of the purchase price by the Company, this Lease shall *ipso facto* terminate, subject to the provisions of Section 20.2 hereof. Consistent with the provisions of Section 302 of the Indenture, the Issuer and the Company acknowledge that the Company may submit the Bonds to the Trustee for cancellation and receive a credit in respect to the principal amount thereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Company pursuant to valid notice of election to purchase is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the Issuer is unable to release its leasehold interest in the Project, the Company shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Company shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain a release of the Issuer's interest in the Project.

Section 17.5. Application of Condemnation Awards if Company Purchases Project. The right of the Company to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Company shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer as the owner of a leasehold interest in the Project in connection with such condemnation, shall belong and be paid to the Company.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, the Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Company shall promptly notify the Issuer, the Trustee and the Lender in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Company shall (at the Company's expense) forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Company.

(c) If the Company shall determine that rebuilding, repairing, restoring or replacing the Improvements are not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date and any balance thereafter shall be refunded to the Company within 30 days. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Company shall, within 10 Business Days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee for the account of the Company and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition, construction or installation shall be paid to the Company.

(c) If the Company shall determine, in its sole discretion, that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Company.

(f) Notwithstanding anything to the contrary in this Lease, the rights of the Issuer and the Trustee in and to any net Proceeds are and will at all times be subordinate to the rights of the Lender with respect to such Net Proceeds.

Section 18.3. Effect of Company's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Company or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Company of any Default which, with the passage of time, will become an Event of Default. In the event the Company shall cure any Defaults specified herein the Trustee shall make payments from the Net Proceeds to the Company in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes control of the Project without terminating this Lease, the Trustee shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Company in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If a Change of Circumstances occurs, then the Company shall have the option to purchase the Project pursuant to Article XVII hereof or the option to terminate this Lease by giving the Issuer notice of such termination within 90 days after the Company has actual knowledge of the event giving rise to such option. Such termination shall become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Company upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Company to be immediately due and payable as liquidated damages from the Company, whereupon the same shall become immediately due and payable by the Company; provided, however, that the Owners of 100% in aggregate principal amount of the Outstanding Bonds must provide written consent to the Issuer and the Trustee to declare all unpaid Basic Rent immediately due; or

(b) Give the Company written notice of intention to terminate this Lease and the Base Lease on a date specified therein, which date shall not be earlier than 45 Business Days after such notice is given and, if all defaults have not then been cured on the date so specified, the Company's leasehold interest in the Project shall cease, and this Lease shall thereupon be terminated, and the Issuer may re-enter and control the Project for the remaining term of the Base Lease; or

(c) Give the Company written notice of intention to terminate the Base Lease and this Lease on a date specified therein, which date shall not be earlier than 45 Business Days after such notice is given and, if all defaults have not then been cured on the date so specified, the Base Lease and this Lease shall thereupon be terminated, or

(d) Without terminating the Base Lease or this Lease, conduct inspections or an environmental assessment of the Project, and re-enter the Project or take control thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Trustee acting on behalf of the Issuer may refuse to re-enter or take control of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Company under any Environmental Law resulting from conditions on the Project.

Having elected to re-enter or take control of the Project without terminating the Base Lease or this Lease, the Issuer and the Trustee acting on behalf of the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of control of the Project shall be construed as an election to terminate the Base Lease or this Lease, and no such re-entry or taking of control shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under the Base Lease or this Lease, all of which shall survive such re-entry or taking of control. The Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any of reletting the Project.

Having elected to re-enter or take control of the Project pursuant to subsection (c) hereunder, the Issuer or the Trustee acting on behalf of the Issuer may (subject, however, to any restrictions against termination of the Base Lease or this Lease in the Indenture), by notice to the Company given at any time thereafter while the Company is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under the Base Lease or this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder and thereafter proceed to sell its interest in the Project.

If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to re-enter and take control of the Project, the Issuer may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

Net proceeds of any reletting of the Project shall be deposited in the Principal and Interest Payment Account. "Net Proceeds" for this purpose shall mean the receipts obtained from reletting after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting.

Section 20.2. Survival of Obligations. The Company covenants and agrees with the Issuer and the Bondowners that until all Bonds and the interest thereon are paid in full or provisions made for the payment thereof in accordance with the Indenture, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Indenture, the Company's obligations under Section 14.1 hereof shall survive any termination, release or assignment of the Base Lease, this Lease or the Indenture and payment or provisions for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of Company's Obligations by Issuer. If the Company shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Company's part for 90 days after notice of such failure is given the Company by the Issuer or the Trustee and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Company shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Company within ten (10) Business Days of demand, the Issuer shall have the same rights and remedies provided for in Article XX hereof in the case of default by the Company in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Control. Upon accrual of the Issuer's right of re-entry as the result of the Company's default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Company's purchase of the Project), the Company shall peacefully surrender control of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and which are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company. All buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures owned by the Company and which are not so removed from on or about the Project prior to or within 60 days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or sent via United States mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery that provides written evidence of delivery to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date of first attempted delivery at the Notice Address; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. Notwithstanding the foregoing provisions of this Section 23.1, notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by the Trustee. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee.

ARTICLE XXIV

Section 24.1. Net Lease. The parties hereto agree (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Company under the terms of this Lease, be the absolute property of and be paid over forthwith to the Company.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of a breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably withhold, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. Quiet Enjoyment and Possession. The Company shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Company shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Company's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Company.

ARTICLE XXVIII

Section 28.1. Amendments. This Lease may be amended, changed or modified by an agreement in writing executed by the Issuer and the Company and consented to in writing by the Trustee and by the Owners of all of the Outstanding Bonds.

Section 28.2. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Company may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of beneficial easements with respect to any property included in the Project, free from any rights of the Issuer or the Bondowners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Company Representative requesting such instrument, and (iii) a certificate executed by the Company stating (aa) that such grant or release is not detrimental to the proper conduct of the business of the Company, and (bb) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Bondowners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the right of the Bondowners and shall not be affected by any termination of this Lease or default on the part of the Company hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, in the event of the termination of this Lease because of Default of the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests. If requested in writing by the Owners of 100% of the Outstanding Bonds, and at the expense of the Company, the Issuer and the Company agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. After receipt of such Bondowner request, the Issuer shall file or cause to be filed all such original instruments and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in certain of its rights under this Lease to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Company, and the Company hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Company will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Lease.

Section 28.9. Limitation of Rights Under this Lease. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Lease is intended or shall be construed to give any person, other than the parties hereto and the Trustee and Bondowners, any right, remedy or claim under or with respect to this Lease, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the Bondowners as herein provided.

Section 28.10. Integration. This Lease contains the final and complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

Section 28.11. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF BONNER SPRINGS, KANSAS

By: ____
Thomas A. Stephens, Mayor

[SEAL]

ATTEST:

By: ________________________________
Christina Brake, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on _______________, 2026, by Thomas A. Stephens, Mayor, and Christina Brake, City Clerk, respectively, of the **CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: _______________

IN WITNESS WHEREOF, the Company has caused this Lease to be signed by an authorized signatory of the Company as of the date first above written.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: ______________________________________
Chad R. Schimke
Managing Member

"TENANT" AND "COMPANY"

ACKNOWLEDGMENT

STATE OF ___________)
) SS.
COUNTY OF _________)

The foregoing instrument was acknowledged before me on _______________, 2026, by Chad R. Schimke, who acknowledged himself to be the Managing Member of **THE 120 SOCIETY LLC,** a Kansas limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: _______________

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS

CITY OF BONNER SPRINGS, KANSAS
PROJECT FUND
(THE 120 ON OAK APARTMENTS PROJECT)
PAYMENT ORDER NO. ___

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Trust Department

You are hereby authorized and directed by the undersigned, the Authorized Company Representative, acting on behalf of The 120 Society LLC, a Kansas limited liability company, as tenant (the "Company"), to disburse funds held by you as Trustee in the above-mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Company or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Company contained in the Lease dated as of July 1, 2026, between the City of Bonner Springs, Kansas, as the Issuer, and the Company are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Article VI of the Lease are in full force and effect and the Company is in compliance with the requirements of Section 6.1 of the Lease.

This certificate may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

DATED _______________ ____, 20__.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: ____
Authorized Company Representative

EXHIBIT A - Payment Order No. ____

PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS

I hereby request payment of the amounts specified below as reimbursement to the Company or payment to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each reimbursement or payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose or Nature of Payment	Amount

EXHIBIT B - Payment Order No. _____

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby request payment of the amounts specified below as reimbursement to the Company or payment to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each reimbursement or payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Description of Equipment	Amount
	(include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Company Representative for The 120 Society LLC, a Kansas limited liability company (the "Company"), as tenant under a certain Lease dated as of July 1, 2026, between the City of Bonner Springs, Kansas (the "Issuer"), and the Company, and as beneficiary of the Issuer's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project) issued pursuant to a certain Trust Indenture dated as of July 1, 2026 (the "Indenture"), hereby certifies:

1. The Improvements (as defined in the Indenture) have been completed in accordance with the plans and specifications prepared at the Company's direction.

2. The Improvements have been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Land (as defined in the Indenture); all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's materialmen's or other statutory lien against the Land have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.

4. All Improvements are located or installed upon the Land.

5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Principal and Interest Payment Account being held by the Trustee under the Indenture as required by Section 504 of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: ____
Name: ______________________________________
Authorized Company Representative

STATE OF __________)
) SS.
COUNTY OF _________)

Subscribed and sworn to or affirmed before me, a notary public, this ______________, 20__.

____
Notary Public

My Commission Expires: ___________

APPENDIX C

GLOSSARY OF WORDS AND TERMS

"Abandonment" means the voluntary relinquishment of all right, title, claim and possession, with the intention of terminating the leasehold interest in the Project, but without vesting it in any other person or entity and with the intention of not reclaiming future possession or resuming leasehold possession and enjoyment. The mere nonuse of the Project, lapse of time without claiming or using the Project or the temporary absence of the Company including, but not limited to, nonuse due to condemnation, damage or destruction of the Project, unaccompanied by any other evidence showing intention to abandon shall not, in and of itself, constitute abandonment.

"Additional Rent" means all reasonable fees, charges, costs and expenses of the Trustee (including reasonable attorneys' fees) payable under the Indenture, all Impositions, all Default Administration Costs (as defined in the Indenture), all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Company has agreed to pay or assume under the provisions of this Lease and any and all reasonable expenses (including reasonable attorneys' fees) incurred by the Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all reasonable costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating one (1) year thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Base Lease" means the Base Lease Agreement, delivered concurrently with this Lease, between the Company and the Issuer, as from time to time amended and supplemented in accordance with the provisions thereof and of Article XII of the Indenture.

"Basic Rent" means the annual amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of and interest on all Outstanding Bonds (as defined in the Indenture) which is due and payable on such Payment Date.

"Basic Rent Credits" mean all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of and interest on the Bonds on any Payment Date.

"Basic Rent Payment Date" means July 1 of each year commencing July 1, 2027, until the principal of and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of the date of this Lease and ending on July 1, 2027, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

"Certificate of Completion" means a written certificate signed by the Authorized Company Representative stating that (1) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the Issuer or the Company, as the case may be; (2) the Improvements have been completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Land; and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"Event of Bankruptcy" means an event whereby the Company shall: (i) admit in writing its inability to pay its debts as they become due; (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; (iii) make an assignment for the benefit of creditors; (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Company has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Company to make any payment of Basic Rent within 10 days of the time and in the amounts required hereunder; or

(b) Failure of the Company to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and the same is not remedied within 30 days after the Issuer or the Trustee has given the Company written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Company has commenced such correction within said 30-day period, and (ii) the Company diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Company; provided, if any subtenant shall vacate all or any portion of the Project, such action, alone, by a subtenant shall not constitute an abandonment of the Project.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" mean all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Company's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Company's title to the Project.

"Indenture" means the Trust Indenture, delivered concurrently with this Lease, between the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of the Indenture.

"Land" means the real property (or interests therein) described in *Schedule I*.

"Lease" means this Lease between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof and of the Indenture.

"Lender" means Blue Ridge Bank and Trust Co., or its designee, nominee, successor or assigns, from which the Company has borrowed funds to finance all or a portion of the Project and in whose favor the Company granted the Mortgage as collateral for the loan.

"Mortgage" means the mortgage and security agreement granted by the Company to the Lender encumbering the Project and recorded in the Office of the Recorder of Deeds for Wyandotte County, Kansas, as it may be modified, amended, amended and restated or replaced from time to time. For the avoidance of doubt, the term "Mortgage" includes any future mortgage and security agreement granted by the Company to another bank or financial institution, encumbering the Project.

"Net Proceeds" mean, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment or all expenses (including the Company's attorneys' fees and any extraordinary expenses of the Trustee occasioned by such casualty or condemnation) incurred in the collection of such proceeds.

The term "Notice Address" shall mean:

(1) With respect to the Company:

The 120 Society LLC
111 Oak Street
Bonner Springs, Kansas 66012
Attention: Chad Schimke

With a copy to:

Aaron Bowers, Esq.
7400 W. 132nd Street, Ste. 200
Overland Park, Kansas 66213

(2) With respect to the Issuer:

City of Bonner Springs, Kansas
Bonner Springs City Hall
200 East Third Street
Bonner Springs, Kansas 66012
Attention: City Clerk

With a copy to:

Kutak Rock LLP
2405 Grand Boulevard, Suite 600
Kansas City, Missouri 64108
Attention: Bridget Morris, Esq.

(3) With respect to the Trustee:

Security Bank of Kansas City, as Trustee
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Trust Department

"Project Contracts" mean a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Company or the Issuer.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"Secretary" means the Secretary of Commerce of the State.

"Term" means, collectively, the Basic Term and any Additional Term of this Lease.

[*Remainder of Page Intentionally Left Blank*]

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Bonner Springs, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Wyandotte County, Kansas:

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning..

Subject to easements, reservations, restrictions, and covenants, if any, of record.

Said real property constituting the "Land" as referred to in the Trust Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease," respectively), subject to the Permitted Encumbrances (as defined in the Indenture).

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I, subject to the Permitted Encumbrances, together constituting the "Project" as referred to in the Indenture and the Lease.

EFFECTIVE DATE: JULY [___], 2026

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF BONNER SPRINGS, KANSAS

AND

THE 120 SOCIETY LLC

DATED AS OF JULY 1, 2026

NOT TO EXCEED $10,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)

BOND PURCHASE AGREEMENT

On the basis of the representations and upon the terms and conditions of this Bond Purchase Agreement dated as of July 1, 2026 (this "Agreement") and effective as of the date set forth on the cover page hereof (the "Effective Date"), **THE 120 SOCIETY LLC**, a Kansas limited liability company and purchaser hereunder (the "Company"), offers to purchase up to $10,000,000 principal amount of the Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project) (the "Series 2026 Bonds"), to be issued by the **CITY OF BONNER SPRINGS, KANSAS** (the "Issuer"), pursuant to an ordinance passed by the governing body of the Issuer on July 13, 2026 (the "Ordinance"), and in accordance with a Trust Indenture dated as of July 1, 2026 (the "Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), for the Series 2026 Bonds. The Project, as defined in the Indenture, will be leased by the Company to the Issuer under a Base Lease Agreement dated as of July 1, 2026 (the "Base Lease"), and leased back to the Company under a Lease dated as of July 1, 2026 (the "Lease"), between the Issuer and the Company. Except for the Unassigned Issuer Rights as defined in the Indenture, the Issuer's rights under the Base Lease and the Lease will be assigned to the Trustee. All capitalized terms not defined in this Agreement shall have the definitions given them in the Indenture.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Company, as of the Effective Date, that:

(A) The Issuer is a duly organized and existing municipal corporation of the State of Kansas.

(B) To the best of the Issuer's knowledge and belief, when delivered to and paid for by the Company in accordance with the provisions of this Agreement, the Series 2026 Bonds will have been duly authorized, executed, authenticated, issued and delivered; and, the Series 2026 Bonds will constitute valid and binding special limited obligations of the Issuer payable solely and only from the revenues specified in the Indenture and in conformity with, and entitled to the benefit and security of, the Indenture, the Base Lease and the Lease; and, this Agreement, the Series 2026 Bonds, the Indenture, the Base Lease, and the Lease (collectively, the "City's Documents") and all action taken by the Issuer in connection therewith shall be in conformity with K.S.A. 12-1740 *et seq.*, as amended.

(C) To the best of the Issuer's knowledge, the execution and delivery of the City's Documents and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(D) To the best of the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, challenging or seeking to enjoin the transactions contemplated by the City's Documents or contesting the validity or enforceability of the City's Documents or any agreement or instrument to which the Issuer is a party, used or contemplated to be used in consummation of the transactions contemplated by this Agreement.

(E) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Company shall be deemed a representation by the Issuer to the Company as to the truth of the statements therein made.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Issuer, as of the Effective Date, as follows:

(A) The Company is, and at all times will be, a limited liability company duly formed, validly existing and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own and lease its properties and do business in the State of Kansas.

(B) To the best of the Company's knowledge, this Agreement is, and upon the final delivery of the Series 2026 Bonds, this Agreement, the Base Lease, and the Lease, will be, in accordance with their respective terms, legal, valid and binding obligations of the Company. The Company's execution and delivery of the Base Lease, the Lease, and this Agreement (the "Company's Documents") will not conflict with, or constitute on the part of the Company a violation or breach of, or default under its articles of organization, operating agreement, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties or the transactions contemplated by such agreement. All consents, approvals and authorizations which are required for the consummation of the transactions by the Company contemplated by the Company's Documents have been obtained.

(C) The Company is purchasing the Series 2026 Bonds for investment solely for its own accounts and not with a view to, or for resale in connection with, the distribution thereof. The Company understands that the Series 2026 Bonds have not been registered under the securities laws of any state or under the provisions of Section 5 of the Securities Act of 1933, as amended (the "Act"), and that there are limitations on the transfer of the Series 2026 Bonds.

(D) The Company acknowledges and agrees that the Series 2026 Bonds may only be transferred (1) to the Issuer or the Company, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the Act, or QIBs. By its acceptance of a Series 2026 Bond, each purchaser of a Series 2026 Bond (except for the Issuer and the Company) will be deemed to (1) have represented that the Series 2026 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2026 Bonds will be made only in a transaction exempt from registration under the Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the Act, to the Issuer or the Company or pursuant to an effective registration statement filed under the Act or pursuant to another available exemption from registration under the Act. The Trustee, the Issuer and the Company shall have the right, prior to any offer, sale or transfer of the Series 2026 Bonds other than to the Issuer or the Company, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer. Notwithstanding anything to the contrary herein, the Series 2026 Bonds may be pledged as collateral to a lender for the Project.

(E) The Company has undertaken to verify the accuracy, completeness and truth of any and all statements made or omitted to be made concerning any of the material facts relating to this transaction, and warrants and acknowledges that the Company is not relying on any party or person to undertake the furnishing or verification of information relating to this transaction. The Company has been provided, or has in its possession or control, all documents, financial information, risk analysis and such other information as the Company deems necessary in order to make an informed investment decision with respect to the investment in the Series 2026 Bonds and the risks which will be incurred which may interfere with or prevent the timely payment of the principal or the interest represented by the Series 2026 Bonds. The Company is aware that there are certain economic variables and risks that could affect adversely the security of the investment in the Series 2026 Bonds, and the Company is able to bear the economic risks of such investment.

(F) The Company, as purchaser, hereby acknowledges that the Series 2026 Bonds and the Basic Rent (as such term is defined in the Lease) are not general obligations of the Issuer or of the State of Kansas or any political subdivision thereof and that the Basic Rent pledged to the payment of the Series 2026 Bonds constitute obligations of the Company, as the tenant under the Lease. The Company acknowledges that the payment of any amount owing under the Indenture is limited to the sources of payment and security described in the Indenture and that the Issuer makes no representation or warranty regarding the adequacy of any such sources of payment or security.

(G) The Company has such knowledge and experience in business and financial matters, including: (i) the evaluation of investment risks associated with commercial real estate developments such as the Project, (ii) the evaluation of risks associated with the capabilities of entities such as the Company to develop, operate and maintain the Project, and (iii) the analysis, purchase and ownership of industrial revenue bonds and other investment vehicles similar in character to the Series 2026 Bonds, so as to enable it to understand and evaluate the risks of such investments and form an investment decision with respect thereto, the Company has no need for liquidity in such investment and the

Company is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(H) The Company acknowledges that the interest on the Series 2026 Bonds is not exempt from federal income taxation.

(I) The Company has full power and authority to execute this Agreement and to perform its obligations hereunder.

(J) By all necessary action, the Company has duly authorized and approved the execution and delivery of this Agreement.

(K) To the Company's knowledge there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or threatened against or affecting the Company or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in any way adversely affect the validity or enforceability of the Series 2026 Bonds, the Company's Documents or any other instrument affecting the transactions contemplated herein to which the Company is a party; or might result in any material adverse change in the financial condition or business of the Company.

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE SERIES 2026 BONDS

(A) On the basis of the representations, warranties and agreements herein contained, and subject to the satisfaction of the terms and conditions herein set forth, at the closing time stated below (the "Closing Time"), the Issuer agrees to sell to the Company, and the Company agrees to purchase from the Issuer the Series 2026 Bonds at a purchase price equal to the aggregate principal amount of the Series 2026 Bonds funded in accordance with this Agreement up to a maximum principal amount of $10,000,000. The Series 2026 Bonds shall mature, shall bear interest at the rate, shall be subject to redemption and shall have the terms established by the Ordinance, the Indenture and the Lease authorized thereby. Payment for the Series 2026 Bonds shall be made as provided in the Ordinance, the Indenture and the Lease, payable to the order of the Issuer, or in such other manner as provided by the Trustee. Upon receipt of the initial funding of the purchase price of the Series 2026 Bonds in an amount not less than $100,000, the Series 2026 Bonds, executed by the Issuer, and authenticated by the Trustee, will be delivered to the Company at the Closing Time, at the offices of Kutak Rock LLP ("Bond Counsel"), Kansas City, Missouri, or at such place or address as may be agreed to by the Company and the Issuer. The Closing Time shall be 9:00 a.m. on the Effective Date or such other time as may be agreed to by the Company and the Issuer.

(B) Subject to the conditions of this Section 3(B) and the further terms and conditions of this Agreement, the Company shall fund the purchase of the Series 2026 Bonds in increments as provided in Section 208(a) of the Indenture and in Section 4.2 of the Lease, up to the maximum principal amount of the Series 2026 Bonds, as provided in the Indenture. The funding of the initial payment for the Series 2026 Bonds and all subsequent advances shall be made as provided in the Ordinance, the Indenture and the

Lease, to the order of the Trustee, for the account of the Issuer, or in such other manner as provided by the Trustee. After the initial funding of the purchase price at closing, each subsequent advance shall be subject to the following conditions:

(i) *Written Request*. Advances shall be made only in accordance with the provisions of Section 4.2 and Article V of the Lease upon the Company's written request or on the request of any person or entity designated in writing by the Company to act on the Company's behalf. Each written request shall identify the payees and the amounts to be paid to each and shall be accompanied by invoices, lien waivers, percentage completion certificates, and any other documentation deemed necessary by the Company to support the amounts requested to be paid.

(ii) *Funding Period.* The Company shall have no obligation to advance funds pursuant to this Agreement after the earlier of the Completion Date, the date the Lease terminates or the date in which the maximum principal amount of the Series 2026 Bonds have been funded under this Agreement.

(C) In addition to the foregoing, and on the basis of the same representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Company agrees to pay from Company funds not related to the Bond proceeds all other reasonable Costs of Issuance (as such term is defined in the Indenture) at the Closing Time or agrees to make provision for payment of such costs according to their terms.

SECTION 4. CONDITIONS OF THE COMPANY'S OBLIGATIONS

The obligations of the Company to purchase and pay for the Series 2026 Bonds will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(A) The City's Documents and the Company's Documents shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Company and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Company; and

(B) At the Closing Time, the Company shall receive in form and substance satisfactory to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2026 Bonds.

(ii) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Company, of an authorized official of the Issuer dated the date of closing to the effect that, to the best of such official's knowledge and belief:

(a) each of the representations and warranties of the Issuer set forth in **Section 1** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to such official's knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2026 Bonds or contesting the issuance or the validity of the Series 2026 Bonds, the Ordinance, or any of the City's Documents and that none of the proceedings or authority for the issuance of the Series 2026 Bonds has been repealed, revoked or rescinded.

(iii) certified conformed copies or manually executed counterparts of the Ordinance and the City's Documents; and

(iv) such additional certificates, opinions, or documents as the Company may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Company contained in this Agreement are not satisfied or if the obligations of the Company shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Company nor the Issuer shall have any further obligations hereunder.

SECTION 5. DEFAULT OF THE COMPANY

If the Company defaults in its obligations to purchase the Series 2026 Bonds hereunder and other arrangements satisfactory to the Issuer and the Company for the purchase of the Series 2026 Bonds are not made within forty-eight (48) hours after receipt by the Company of written notice from the Issuer specifying such default, this Agreement may be terminated by the Issuer without liability on its part.

SECTION 6. CONDITIONS OF THE ISSUER'S OBLIGATIONS

The obligations of the Issuer to sell and deliver the Series 2026 Bonds will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the City's Documents, and the Company's Documents shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Company and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Company. The Company shall have provided and there shall be in full force and effect all consents or other appropriate authorizations of the Company, as in the opinion of Bond Counsel, are necessary and appropriate in connection with the execution by the Company of the Company's Documents and other Company documents contemplated in connection with the issuance of the Series 2026 Bonds; and

(B) At the Closing Time, the Issuer shall receive in form and substance satisfactory to Bond Counsel and to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2026 Bonds;

(ii) the opinion of counsel for the Company (acting as counsel to the Company, as the tenant under the Lease, and to the Company, as purchaser under this Agreement), that the Company's Documents constitute valid and legal binding obligations of the Company and the Purchaser, as applicable;

(iii) a certificate or certificates, satisfactory in form and substance to Bond Counsel, of an authorized member of the Company dated the date of closing to the effect that, to the knowledge of the Company:

(a) each of the representations and warranties of the Company set forth in **Section 2** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Company set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) insofar as the signers of such certificate or certificates are aware, after reasonable investigation, since the date of this Agreement, there has been no material adverse change in the property or financial position of the Company or results of operation of the Company; and

(c) no litigation is pending, or to the knowledge of the Company threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2026 Bonds or in any way contesting or affecting any authority for issuance or the validity of the Series 2026 Bonds, the Base Lease, the Lease, or this Agreement or the creation, existence, or powers of the Company to lease the Project;

(iv) certified conformed copies or manually executed counterparts of the Ordinance, the City's Documents, and the Company's Documents; and

(v) such additional certificates, opinions, or documents as the Issuer and Bond Counsel or the Company may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Issuer contained in this Agreement are not satisfied or if the obligations of the Issuer terminate for any reason permitted by this Agreement, this Agreement shall terminate and neither the Company nor the Issuer shall have any further obligations hereunder.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Company herein shall remain operative and in full force and shall survive delivery of the Series 2026 Bonds.

SECTION 8. INDEMNITY

The Company will indemnify and hold harmless the Issuer, each of its officials and employees and each person who controls the Issuer within the meaning of Section 15 of the Act (any such person being herein in this paragraph sometimes called an "Indemnified Party"), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon an allegation or determination that the Series 2026 Bonds or the obligations of the Issuer under the Indenture have been offered or sold in violation of provisions of the Act, the Securities Exchange Act of 1934, as amended, or the securities laws of any state or territory, or that the Indenture should have been qualified under the Trust Indenture Act of 1939, as amended. This indemnity agreement will not limit any other liability the Company may otherwise have to any such Indemnified Party.

In the event and to the extent that any of the Indemnified Parties is entitled to indemnification from the Company under the terms of the preceding paragraph in respect of any of the losses, claims, damages, liabilities or expenses referred to therein, but such indemnification is unavailable to such Indemnified Party in respect of any such losses, claims, damages, liabilities or expenses, due to such indemnification being held impermissible or unenforceable under applicable law or otherwise, then the Company, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company in connection with the offering conduct which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The Company and Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this paragraph. The amount paid or payable by any of the Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with defending such action or claim. The covenants and agreements in this paragraph and the preceding paragraph shall survive the delivery of the Series 2026 Bonds.

SECTION 9. PARTIES IN INTEREST

This Agreement has been and is made solely for the benefit of the Issuer and its officers, agents and employees, the Company and their respective successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

SECTION 10. NOTICES

All communications hereunder shall be in writing, and if sent to the Issuer, the Company, or the Purchaser shall be mailed or delivered and confirmed to the address shown below:

To the Company/Purchaser:

The 120 Society LLC
111 Oak Street
Bonner Springs, Kansas 66012
Attention: Chad Schimke

With a copy to:

Aaron Bowers, Esq.
7400 W. 132nd Street, Ste. 200
Overland Park, Kansas 66213

To the Issuer:

City of Bonner Springs, Kansas
Bonner Springs City Hall
200 East Third Street
Bonner Springs, Kansas 66012
Attention: City Clerk

With a copy to:

Kutak Rock LLP
2405 Grand Boulevard, Suite 600
Kansas City, Missouri 64108
Attention: Bridget Morris, Esq.

SECTION 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and may not be assigned by the Issuer or the Company.

SECTION 12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall be one and the same instrument, and any parties hereto may execute this agreement by signing any such counterpart.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer and the Company/Purchaser have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

CITY OF BONNER SPRINGS, KANSAS
as Issuer

By: ______________________________________
Thomas A. Stephens, Mayor

"ISSUER"

IN WITNESS WHEREOF, the Issuer and the Company/Purchaser have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: ____
Chad R. Schimke
Managing Member

"COMPANY" AND "PURCHASER"

BASE LEASE AGREEMENT

DATED AS OF JULY 1, 2026

BETWEEN

THE 120 SOCIETY LLC

AS LESSOR

AND

CITY OF BONNER SPRINGS, KANSAS

AS LESSEE

RELATING TO:

NOT TO EXCEED $10,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2026
(THE 120 ON OAK APARTMENTS PROJECT)

4938-2670-7893.1

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EARLY TERMINATION OF BASE LEASE

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MISCELLANEOUS

BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated as of July 1, 2026 (this "Base Lease"), between **THE 120 SOCIETY LLC,** a Kansas limited liability company (the "Company"), as lessor, and the **CITY OF BONNER SPRINGS, KANSAS**, a political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer" or the "City"), as lessee.

WITNESSETH:

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of, and interest on such bonds; and

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance on July 13, 2026, authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project), in the principal amount not to exceed $10,000,000 (the "Series 2026 Bonds"), for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the "Improvements"), generally located at 120 Oak Street, within the City; and

WHEREAS, the Company is the owner of certain real property, as more particularly described on Schedule I attached hereto (the "Land"), on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project"); and

WHEREAS, in order to satisfy the requirements of the Act, the Issuer proposes to acquire a leasehold interest in the Project pursuant to this Base Lease, and proposes to lease the Project back to the Company pursuant to the Lease dated as of July 1, 2026 (the "Lease"), between the Issuer, as sublessor, and the Company, as sublessee, for rentals which will be sufficient to provide for the payment of the principal and interest on the Series 2026 Bonds; and

WHEREAS, pursuant to the foregoing, the Company desires to lease the Project to the Issuer and the Issuer desires to lease the Project from the Company, for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The capitalized terms used in this Base Lease and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture dated as of July 1, 2026 (the "Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), relating to the Series 2026 Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Company. The Company represents and warrants that:

(a) The Company is, and at all times will be, a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own and lease its property and conduct its business as now conducted and as presently contemplated, to execute and deliver this Base Lease and to perform its duties and obligations hereunder.

(b) Neither the execution and delivery by the Company of this Base Lease nor the compliance with the terms and conditions of this Base Lease,

(i) will, to the knowledge of the Company, violate any material provision of applicable law, any order of any court or other agency of government applicable to the Company;

(ii) will, to the knowledge of the Company, violate any material provision of any of the organizational or other governing documents of the Company, any indenture, agreement or other instrument to which the Company is now a party or by which it or any of its properties or assets is bound;

(iii) will, to the knowledge of the Company, be in conflict with, result in a material breach of or constitute a material default (with due notice or the passage of time or both) under any material provision of any such indenture, agreement or other instrument;

(iv) will, to the knowledge of the Company, be in conflict with or result in a material breach of or constitute a material default under any material provision of any license, judgment, decree, applicable law, statute, order, rule or regulation of any governmental agency or body having jurisdiction over the Company or any of its activities or properties; or

(v) will result in the creation or imposition of any charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company, except for Permitted Encumbrances.

(c) The Company has fee simple title in the Land, and its interest therein is subject to no liens or encumbrances other than Permitted Encumbrances.

Section 2.02. Representations by Issuer. The Issuer represents that:

(a) The Issuer is a political subdivision duly organized and existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers. The Issuer agrees that it will do or use its best efforts to cause to be done all things necessary to preserve and keep in full force and effect the Issuer's existence.

(b) The Issuer is authorized, and has taken all necessary action, to issue the Series 2026 Bonds to provide funds for the financing of the Project including the Improvements and the acquisition of a leasehold interest in the Project as described on Schedule I attached hereto, and proposes by the Lease to sublease the Project to the Company.

(c) No member of the governing body or any officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

ARTICLE III

GRANTING CLAUSE

Section 3.01. Lease of the Project. The Company hereby rents, leases and lets the Project to the Issuer, and the Issuer rents, leases and hires the Project from the Company, subject to Permitted Encumbrances (including without limitation the Mortgage as defined in the Lease), and for rentals and upon and subject to the terms and conditions herein set forth, for a term commencing on the date of delivery of this Base Lease and ending on July 1, 2027; provided, however, this Base Lease shall remain in full force and effect so long as any obligation of the Company under the Lease shall be outstanding and so long as the Lease shall remain in effect as more fully provided in the Lease (the "Lease Term"), unless sooner terminated in a manner provided for herein, provided that the Company shall not exercise any right so reserved in any manner that will interfere with any rights of the Issuer hereunder.

ARTICLE IV

QUIET ENJOYMENT; RENTAL PROVISIONS

Section 4.01. Quiet Enjoyment. The Company hereby covenants and agrees that, subject to the Lease and Article V, Article VI and Article VIII of this Base Lease, it (a) will not take action to prevent the Issuer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term; (b) will, at the request of the Issuer, and at the expense of the Company, cooperate with the Issuer in order that the Issuer may have quiet and peaceable possession and enjoyment of the Project; and (c) will defend the Issuer's enjoyment thereof against all parties.

Section 4.02. Consideration and Rentals. The Issuer shall deposit the proceeds from the sale of the Series 2026 Bonds with the Trustee in accordance with the Indenture. Such deposit shall constitute full and complete payment of all rentals due hereunder and following such deposit the Issuer shall not have any obligation to make any payments to any person in connection with this Base Lease.

Section 4.03. Sublease by Issuer. It is understood and agreed by the Issuer and the Company that the Issuer will sublease the Project to the Company pursuant to the Lease. The Issuer shall at no time agree to any amendment or modification of the provisions of the Lease without the prior written consent of the Company and the Trustee.

Section 4.04. Payment of Taxes. The Company covenants and agrees that it will, from time to time, promptly pay and discharge or cause to be paid and discharged, prior to delinquency, all taxes, assessments and other governmental charges lawfully imposed upon the Project or any part thereof or upon the income and profits thereof.

ARTICLE V

SPECIAL COVENANTS

Section 5.01. Granting of Easements. The Company may, to the extent permitted under the Lease, at any time or times (a) grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any property included in the Project, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine.

Section 5.02. Indemnification. The Company hereby agrees to indemnify the Issuer to the extent required under the Lease and the Bond Purchase Agreement.

ARTICLE VI

ASSIGNMENT, SUBLEASING AND MORTGAGING

Section 6.01. No Assignment, Subleasing and Mortgaging of the Project by the Issuer. The Issuer agrees that, except for the Lease and the assignment of its interest in the Lease to the Trustee pursuant to the Indenture, it will not sell, assign, convey, mortgage, encumber, further sublease or otherwise dispose of its interest in this Base Lease or any part of its interest in the Project except as expressly permitted by this Base Lease and the Lease during the Lease Term. If the laws of the State of Kansas at the time shall so permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the complete interest of the Issuer in the Project to, any municipal or public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of leasing the Project; provided that, upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Base Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by such entity resulting from such consolidation or surviving such merger or to which the Issuer's complete interest in the Project shall be transferred.

Section 6.02. Assignment, Subleasing and Mortgaging of the Project by the Company. Except as otherwise provided in Sections 9.1, 9.2 and Section 28.2 of the Lease or otherwise included within the definition of Permitted Encumbrances, the Company may not sublease, assign or mortgage its interest or any part hereof in this Base Lease without the prior written consent of the governing body of the Issuer. In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent herein provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder.

The Company and the Issuer acknowledge that the Project is encumbered by and subject to the Mortgage (as defined in the Lease). The Company and the Issuer further acknowledge that this Base Lease is subordinate to the Mortgage, and the Lender (as defined in the Lease) will not grant any rights of nondisturbance with respect to this Base Lease.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01. Events of Default. An "Event of Default" shall mean, wherever used in this Base Lease, any failure by the Issuer or the Company to observe and perform any applicable covenant, condition or agreement in this Base Lease on its part to be observed or performed and the lapse of a period of sixty days after written notice (or, if such a cure is not possible within sixty days, such longer period as may be needed provided that the curing party is continuously and diligently pursuing such cure), specifying such failure and requesting that it be remedied, given to the Issuer and the Trustee by the Company if there is an Event of Default by the Issuer, or given to the Company and the Trustee by the Issuer, if there is an Event of Default by the Company, unless the Issuer or the Company (as applicable) shall agree in writing to an extension of such time prior to its expiration. An Event of Default under the Lease shall also be an Event of Default under this Base Lease.

Section 7.02. Remedies on Default. Whenever an Event of Default specified in Section 7.01 hereof by the Issuer shall have happened and be continuing, the Company shall have the option to provide for the termination of this Base Lease in the manner provided in Article VIII hereof. Whenever an Event of Default specified in Section 7.01 hereof by the Company shall have happened and be continuing, the Issuer may terminate this Base Lease and exercise such other remedies as provided in Article XX of the Lease.

Section 7.03. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Base Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

Section 7.04. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments hereunder without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults which were in existence at the time such payment or payments were accepted by it.

Section 7.05. Performance by Issuer. The Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed, and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

ARTICLE VIII

EARLY TERMINATION OF BASE LEASE

Section 8.01. Early Termination of Base Lease. In the event the Company shall cause all of the Series 2026 Bonds, or a portion thereof, to be paid in the manner set forth in Article XIII of the Indenture, or the Lease is terminated for any reason, including the termination of the Lease as to a portion of the Project as permitted by Section 17.2 of the Lease, the Company shall be entitled to terminate this Base Lease with respect to the Project, or as to a portion of the Project if the Company exercises its rights under Sections 17.1 and 17.2 of the Lease to purchase a portion of Issuer's leasehold interest in the Project and terminate the Lease with respect to such portion of the Project so purchased, provided the Company has also complied with all requirements of Sections 17.1 and 17.2 of the Lease. Upon such termination, the Issuer shall deliver to the Company any instruments which may be reasonably required by the Company to evidence such termination and the relinquishment of all of the Issuer's rights and interest in the Project (or portion thereof) and in this Base Lease.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given in the manner and to the notice addresses provided in Article XXIII of the Lease. Copies of each notice, certificate or other communication given hereunder by any party hereto shall be given to all parties hereto. By notice given hereunder, any party may designate further or different addresses to which subsequent notices, certificates or other communications are to be sent. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer or the Company shall also be given to the Trustee.

Section 9.02. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns. The Trustee shall be a third-party beneficiary of this Base Lease.

Section 9.03. Severability. In the event any provision of this Base Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. Subsequent to the issuance of the Series 2026 Bonds and prior to their payment in full, this Base Lease may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto and the Trustee.

Section 9.05. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Base Lease.

Section 9.06. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.07. Captions. The captions or headings in this Base Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Base Lease.

Section 9.08. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Base Lease Agreement to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF BONNER SPRINGS, KANSAS

By:______________________________________
Thomas A. Stephens, Mayor

[SEAL]

ATTEST:

By:_________________________________
Christina Brake, City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on July ____, 2026, by Thomas A. Stephens, Mayor, and Christina Brake, City Clerk, respectively, of the **CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation and political subdivision of the State of Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: _______________

IN WITNESS WHEREOF, the Company has caused this Base Lease Agreement to be signed by an authorized signatory of the Company as of the date first above written.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: ____
Chad R. Schimke
Managing Member

"COMPANY"

ACKNOWLEDGMENT

STATE OF ______________)
) SS.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me on _______________, 2026, by Chad R. Schimke, who acknowledged himself to be the Managing Member of **THE 120 SOCIETY LLC,** a Kansas limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

____
Notary Public

My Commission Expires: _______________

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Bonner Springs, Kansas (the "Issuer" and the "City") in connection with the issuance by the Issuer of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (The 120 on Oak Apartments Project) (the "Series 2026 Bonds"):

(a) The following described real estate in Wyandotte County, Kansas:

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning..

Subject to easements, reservations, restrictions, and covenants, if any, of record.

Said real property constituting the "Land" as referred to in the Trust Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2026 Bonds (the "Indenture" and the "Lease," respectively), subject to the Permitted Encumbrances (as defined in the Indenture).

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2026 Bonds, and which constitute

Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I, subject to the Permitted Encumbrances, together constituting the "Project" as referred to in the Indenture and the Lease.

Memorandum

Date: July 13, 2026
To: Mayor and City Council
From: Tillie LaPlante

Subject: Approve Notice of Revenue Neutral Rate Hearing and Schedule Public Hearing to Exceed the Revenue Neutral Rate

---

Recommendation: Staff recommends approval.

Action: Make a motion authorizing City staff to notify the County Clerks of the City's intent to exceed the Revenue Neutral Rate:

a.) maintaining the current mill levy rate of 37.993; ***OR***
b.) raising the mill levy rate to 38.993

and set a Public Hearing for September 8, 2026, to hear comments on exceeding the Revenue Neutral Rate.

Background: The City received notice from the county that the Revenue Neutral Rate for the 2027 budget is 34.608. This is the mill levy rate which will generate the same taxes which were levied for the 2026 Budget based on the estimated valuations we received in June.

Discussion: KSA 79-2988 requires all taxing subdivisions who intend to collect ad valorem taxes in excess of those taxes budgeted in the current year to notify the County Clerk by July 20 of their intent to exceed the Revenue Neutral Tax Rate. The notice to the clerk will include the proposed estimated tax rate along with the date, time and location of a Public Hearing to hear comments regarding the intent to exceed the Revenue Neutral Tax Rate.

Financial Impact: The proposed estimated tax rate is the **maximum** tax rate which can be approved for the 2027 Budget. Based on estimated valuations, it is estimated that this tax rate will generate an additional $307,172 in ad valorem tax revenue if we maintain a flat mill levy, or $461,970 if we raise the mill levy by 1. The City Council may reduce the mill levy from the maximum set by this hearing, lowering the amount of ad valorem tax revenue, before adopting the 2027 Budget in September.

City Manager's Update

Date: July 10, 2026

To: Mayor and City Council

GENERAL:

- **National Parks & Recreation Professionals Day:** Mark your calendars for Friday, July 17th! This is a chance to recognize the dedicated professionals who create welcoming parks, memorable programs, and meaningful community experiences all year long.

LIBRARY:

- **Advanced Voting Location:** The Library will serve as an Advanced Voting location for the 2026 Primary and General Elections. Advanced Voting for the Primary Election will be Saturday, July 25th - Saturday, August 1st. Advanced Voting for the General Election will be Saturday, October 17th - Saturday, October 31st. Times will be determined at a later date.

- **Farmers' Market** 8:00 to 12:00 every Saturday through October

Visit the library's website HERE for details on upcoming events.

PUBLIC WORKS:

Municipal Maintenance Services:

- Street crews completed multiple storm response activities over the past two weeks, removing downed trees and large limbs that temporarily blocked roadways following recent storms. Crews also continued full-depth pavement repairs on Stillwell Street and completed extensive right-of-way mowing and vegetation management throughout the community.

- Parks staff removed a hazardous tree at the Dog Park, planted a memorial tree at Kelly Murphy Park, and installed new sign bases at North Park, Center Park, and Kerry Roberts Park in preparation for the installation of new entrance monument signs.

Utility Service & Operations:

- Both the Water and Wastewater Treatment Plants continue to operate reliably with no significant operational issues.

- The Water Treatment Plant submitted its annual Consumer Confidence Report to KDHE and continues to receive excellent water quality results. The Lead and Copper Rule sampling is nearly complete, with all results received to date meeting regulatory requirements. Staff also completed cleaning of the sodium bisulfate storage tank in preparation for returning the system to service.

- At the Wastewater Treatment Plant, startup activities continue for the new belt filter press as the manufacturer completes final communications and system commissioning. Staff will also begin implementing the Subsurface Asset Management System for maintenance work orders. Recent elevated E. coli laboratory results were determined to be an isolated laboratory anomaly after follow-up sampling confirmed normal treatment performance, and KDHE concurred with the findings.

- Utility crews installed a new 8-inch water valve at 138th Street and Morse Avenue and completed electrical repairs at Lift Station No. 4 following a phase fault.

- Staff continue relocating equipment and organizing operations within the new Public Works shop while preparing to install a new fire hydrant on Park Street.

RECREATION:

- July is Parks & Rec Month and we have activities planned every day for a summer of fun! See attached calendar for more information.
- Dog park agility equipment is being installed today (7/10) by a Scout working on his Eagle project.
- North Park Playground is complete. We will work with the Chamber to get a ribbon cutting scheduled.
- Working with Multisports to get a timeline for construction on the pickleball courts. They are estimating 210 days once they start but have not scheduled a "start date" yet.
- Center Park shelter install is currently out to bid. Bids are due no later than 2PM on 7/28.
- Join us at Bonner Springs Aquatic Park on July 17 for a fun-filled evening featuring Disney's Lilo & Stitch! Light swimming begins at 7:30 PM Movie starts at 8:30 PM
    - Tickets can be purchased in advance: $8 Residents | $10 Non-Residents
    - $10 for all at the door day of event.
    - Attendance is limited to the first 100 guests, so don't wait to secure your spot!
- Trips:
    - NDT: Legally Blond - July 15th - registration is FULL
    - Wings & Waves: TWA Museum & Steamboat Arabia - July 22nd - registration is FULL
    - Travel Show - August 5th - Free to attend, learn about all our upcoming trips!
    - Museum Marvels & Serendipity Sips - August 21st
    - Brunch & Bets at Argosy Casino - August 31st - registration is FULL
    - Orchard Odyssey: Nebraska City - September 29-30
    - Kaw Valley Farm Tour - October 3rd

THE POWER OF PARKS AND RECREATION

City of Bonner Springs
PARKS AND RECREATION

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Coloring Contest & Photo Contest begins	2 Chalk the Pool! 10-11:30am Bonner Blast 6-10pm	3 Mid-Season Pool Passes! CLOSED!	4 4TH OF July
5 Roscoe the Rock Snake starts!	6 Popsicles in the (Lions) Park 12-1pm	7 Sand Volleyball League Begins! Bocce Ball Tournament @ Centennial Park 10am	8 Yoga in the Park! Kelly Murphy 12-1pm	9 DIY Campfire Cookies Community Center 12-1pm	10 Story Time @ the Pool! 11-11:45am	11 Dog Dayz at K9 & Me Dog Park! Pet Photo Frame
12 DIY Upcycled Birdfeeder Project (see Facebook)	13 BINGO Intergenerational BINGO! 11am-12pm Community Center	14 Sand Volleyball League! Rock Painting @ Library 2pm	15 Bring a CAN if you can for Vaughn-Trent. Drop off at Community Center!	16 Chalk the Walk! City Hall & Community Center 9-11am	17 Parks & Rec Professionals Day! Dive In Movie @ the Pool 7:30pm	18 Farmers Market Centennial Park 8am-12pm
19 Gratitude Tree @ Centennial Park!	20 Out of this World Art Camp! North Park 9-11am	21 Sand Volleyball League! North Park Fitness Court Class 10-10:30am	22 Friendship Bracelet Making @ Community Center 1-3pm FRIENDS	23 Lemonade Stand @ Lions Park! 9-11am	24 Story Time @ the Pool! 11-11:45am	25 Christmas in July @ the Pool! 12-7pm
26 DIY S'mores Sunday (see Facebook)	27 Temporary Tattoos @ the Community Center 12-1pm	28 Leaf Logic with K-State Extension 10-11am Ice Cream Day at the Pool! 1:30pm	29 Intro to Pickleball! Community Center 11am-12pm	30 Coloring Contest & Photo Contest due!	31 Winners Announced! Sheriff Splash Bash 4-7pm	

NRPA'S PARK AND RECREATION MONTH

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

www.nrpa.org/july

Presented by USTA


CAR SHOW
KIDS CARNIVAL
FOOD TRUCKS
150+ VENDORS
LIVE MUSIC
BONNER SPRINGS-EDWARDSVILLE CHAMBER PRESENTS
2026 TIBLOW DAYS FESTIVAL
27 - 29 AUGUST | DOWNTOWN BONNER SPRINGS


SUMMER CONCERT SERIES
Centennial Park
Downtown Bonner Springs
Food Trucks!
Free admission!
City of Bonner Springs
KANSAS
TIBLOW DAYS
Friday, August 28
The M80s
Friday, August 29
Will Moseley


THE BONNER SPRINGS-EDWARDSVILLE AREA CHAMBER OF COMMERCE INVITES YOU TO SAVE THE DATE!
GOLF
TOURNAMENT FUNDRAISER
9/30/26 @ 9 AM
Dub's Dread - 12601 Hollingsworth Rd. KCK, 66109
TEAMS & PARTNERSHIPS AVAILABLE: 913.626.2998
INFORMATION: BSEDWCHAMBER.ORG/GOLF-TOURNAMENT

ONGOING/PENDING PLANNING PROJECTS

2026 PENDING PLANNING PROJECTS

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
SITE/LANDSCAPE - EARTH CHANGE PERMITS - STAFF REVIEW PROJECTS																	
ST-05-25	December 23, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Site/Landscape Review	SR	PENDING							Advance Acquisitions, LLC	RR/MR	PD-MR	1	
MAY PLANNING COMMISSION - JUNE GOVERNING BODY																	
MC-01-26	NA	Storage Containers	City Wide	Municipal Code	PC/CC	TABLED					June 8, 2026	TABLED	Staff	NA	NA	NA	NA
JULY PLANNING COMMISSION - AUGUST GOVERNING BODY																	
FP-01-26	April 22, 2026	Tiner Acres	901 S. 134th St	Final Plat	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Guy Tiner	RR	RR	6	40+/-
BSRZ-05-26		Tiner Acres	901 S. 134th St	Rezoning	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Guy Tiner	RR	GR	5	5+/-
FP-02-26	April 30, 2026	Carter Acres	706 S. 122nd Street	Final Plat	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Edward Carter	RR	RR	2	14+/-
BSRZ-04-26	May 20, 2026	Lynn Valley	13852 Kansas Avenue	Rezoning	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Circle H Land Development, LLC	RR	PD-MR	1	
PP-01-26	May 20, 2026	Lynn Valley	13852 Kansas Avenue	Preliminary Plat	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Circle H Land Development, LLC	RR	PD-MR		
BSCP-01-26	NA	PSP Walkability Plan - Comp Plan Amendment	City Wide	Comp Plan Amendment	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Staff	NA	NA	NA	NA
BSZO-02-26	NA	Short-Term Rental Regulations	City Wide	UDO Amendment	PC/CC	PENDING			July 21, 2026	PENDING	August 10, 2026	PENDING	Staff	NA	NA	NA	NA
AUGUST PLANNING COMMISSION - SEPTEMBER GOVERNING BODY																	
PP-02-26	June 17, 2026	Mission Prairie Farms	400 S. 118th St	Preliminary Plat	PC/CC	PENDING			August 18, 2026	PENDING	September 14, 2026	PENDING	RCR Management LLC	RR	NA	8	203+/-
BZA-04-26	June 29, 2026	Mission Prairie Farms	400 S. 118th St	Special Exception	BZA	PENDING	August 18, 2026	PENDING					RCR Management LLC	RR	NA		

COMPLETED PLANNING PROJECTS - 2026

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
SITE/LANDSCAPE - EARTH CHANGE PERMITS - STAFF REVIEW PROJECTS																	
ST-03-25	October 9, 2025	OldCastle APG	4201 Powell Dr	Site/Landscape Review	SR	APPROVED							BHC on behalf of Owner - OldCastle	HI	HI	1	34.2+/-
ST-04-25	October 5, 2025	Overland Cabinet	13933 Leavenworth St	Site/Landscape Review	SR	APPROVED							Tom Silovsky on behalf of Owner - OC Real Estate holdings, LLC	LI	LI	1	6.4+/-
MP-01-26	January 5, 2026	Whippoorwill Substation	122 S. 110th St	Minor Plat	SR	APPROVED							Scannell/Evergy	LI			
ST-01-26	March 3, 2026	Family Eye Care	508 Commercial Drive	Site Plan Review	SR	APPROVED							Family Eyecare Center	GC	NA	1	1.4+/-
ST-02-25	September 12, 2025	Ice Vending Machine	608 S. 130th St	Site/Landscape Review	SR	APPROVED								GC	NA	NA	NA
ECP-02-26	April 15, 2026	Dietz Trailers	313 E. Front Street	Earth Change Permit	SR	APPROVED							Dietz Trailers	MR	NA	1	.6+/-
ST-02-26	May 5, 2026	Centennial Park Expansion	117 Oak St	Site and Landscape Plan Review	SR	APPROVED							NSPJ Architects	NA	NA	1	
ECP-01-26	February 11, 2026	Destination KCK - Epic Resorts	Multiple addresses	Earth Change Permit	SR	APPROVED							EMAP KC, LLC Destination KCK	ENT	NA		
JANUARY PLANNING COMMISSION - FEBRUARY GOVERNING BODY																	
PP-01-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Preliminary Plat	PC/CC				January 20, 2026	DENIED			Advanced Acquisitions, LLC	RR/MR	PD-MR	1	21.3984+/-
BSRZ-03-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Rezoning	PC/CC				January 20, 2026	DENIED	February 23, 2026	SENT BACK TO PC	Advanced Acquisitions, LLC	RR/MR	PD-MR	2	21.3984+/-
BSCP-02-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Comp Plan Change	PC/CC	APPROVED			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	Low-Density Res and High-Density Res.	High-Density Res.	2	10.73+/-
RP-04-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Replat	PC/CC	APPROVED			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	GR/MR	NA	2	10.73 +/-
BSRZ-02-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Rezoning	PC/CC	APPROVED			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	GR/MR	MR	2	10.73+/-
BZA-01-26	January 5, 2026	Overland Cabinet	13933 Leavenworth St	Setback Variance	BZA	APPROVED	February 17, 2026	APPROVED					Overland Cabinet	LI	NA	1	6.4+/-
BSCP-02-24	June 7, 2024	Epic Resorts - Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	APPROVED			July 16, 2024	APPROVED	February 23, 2026	APPROVED	EMAP KC, LLC Destination KCK	INDUSTRIAL	MX - Mixed Use	1	79 +/-
BSZO-02-25		Floodplain Regulations Update	City Wide	Municipal Code	FEMA/KDA/CC	FEMA APPROVED					February 23, 2026	APPROVED	City Staff	NA	NA	NA	NA
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
BSZO-01-26	NA	Short-Term Rental Regulations	City Wide	UDO Amendment	PC/CC				February 17, 2026	APPROVED	March 9, 2026	SENT BACK TO PC	Staff	NA	NA	NA	NA
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
BSRZ-01-26	January 15, 2026	Bowman	236 Santa Fe Rd	Rezoning	PC/CC	APPROVED			March 17, 2026	APPROVED	April 13, 2026	APPROVED	Jason Bowman	RR	HI	1	0.1945
BSRZ-02-26	October 29, 2024	Destination KCK - Epic Resorts	Multiple addresses	Rezoning	PC/CC	APPROVED			March 17, 2026	APPROVED	April 13, 2026	APPROVED	EMAP KC, LLC	LI/MR/RR	ENT	1	180 +/-
~~BSRZ-03-26~~	~~January 15, 2026~~	~~Woods Oil~~	~~601 E. Front Street~~	~~Rezoning~~	~~PC/CC~~	WITHDRAWN			~~March 17, 2026~~	WITHDRAWN	~~April 13, 2026~~	WITHDRAWN	~~Scott Wood~~	~~CC~~	~~HC~~	~~1~~	
PP-01-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Preliminary Plat	PC/CC	APPROVED			March 17, 2026	APPROVED			Advanced Acquisitions, LLC	RR/MR	PD-MR	1	21.3984+/-
BSRZ-03-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Rezoning/Development Plan	PC/CC	APPROVED			March 17, 2026	APPROVED	February 23, 2026	APPROVED	Advanced Acquisitions, LLC	RR/MR	PD-MR	2	21.3984+/-
APRIL PLANNING COMMISSION - MAY GOVERNING BODY																	
BZA-03-26	February 20, 2026	Destination KCK - Epic Resorts	Multiple addresses	Variance	BZA	APPROVED	April 21, 2026	APPROVED					EMAP KS, LLC	ENT	ENT		
BZA-02-26	January 15, 2026	Bowman	236 Santa Fe Rd	Variance	BZA	APPROVED	April 21, 2026	APPROVED					Jason Bowman	HI	HI	1	
EV-01-26	March 4, 2026	East Grandview's New Addition	1781 S. 136th	Easement Vacation	PC/CC	APPROVED			April 21, 2026	APPROVED	May 11, 2026	APPROVED	Ron Domerse	GR	GR	1	
BSZO-01-26	NA	Short-Term Rental Regulations	City Wide	UDO Amendment	PC/CC	APPROVED			April 21, 2026	APPROVED	May 11, 2026	APPROVED	Staff	NA	NA	NA	NA
MAY PLANNING COMMISSION - JUNE GOVERNING BODY																	
BSRZ-03-26	April 8, 2026	PTS Consulting	14150 Minnesota Ave	Rezoning	PC/CC	APPROVED			May 19, 2026	APPROVED	June 8, 2026	APPROVED	PTS Consulting	RR	LI	1	1.3+/-

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 6/1/2026 THRU 6/30/2026

STATUS: OPENED, COMPLETED

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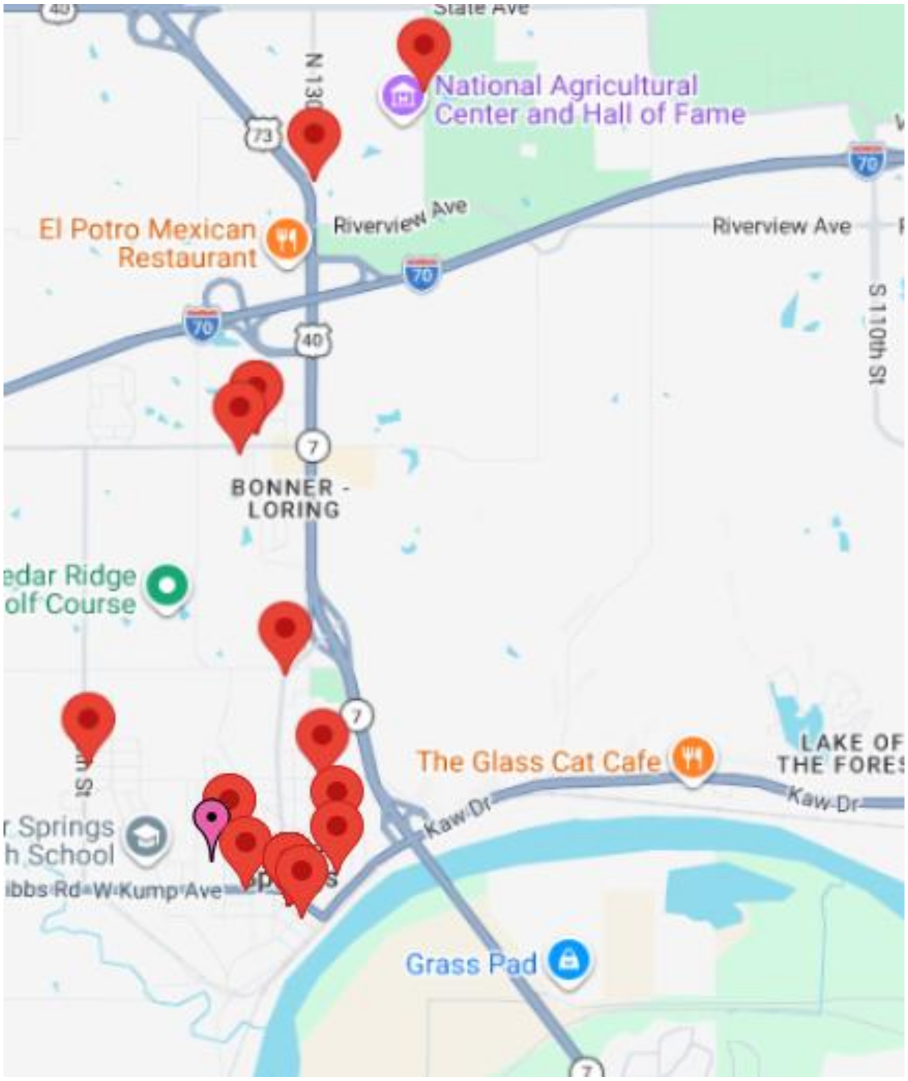
TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION	0
COMMERCIAL REMODEL	4
COMMERCIAL ROOF	0
DECK	3
DRIVEWAY	1
DEMOLITION	2
ELECTRICAL	1
FENCE	6
FIREWORKS	8
GENERAL INSPECTION	0
MECHANICAL	2
OPEN FLAME	0
PLUMBING	7
POOL, ABOVE GROUND	0
POOL, IN GROUND	0
RESIDENTIAL ACCESSORY STRUCTURE	1
RESIDENTIAL MANUFACTURED MOVE-IN	0
RESIDENTIAL NEW/ADDITION	3
RESIDENTIAL REMODEL	0
RESIDENTIAL ROOF	0
RIGHT OF WAY	1
SIGN	0
TENT	5
UTILITIES OFF	0
TOTAL NEW PERMITS	**44**
TOTAL ACTIVE PERMITS	**124**



State Ave
National Agricultural Center and Hall of Fame
N 130
El Potro Mexican Restaurant
Riverview Ave
Riverview Ave
S 110th St
BONNER - LORING
edar Ridge olf Course
The Glass Cat Cafe
LAKE OF THE FORES
Kaw Dr
Kaw Dr
r Springs h School
ibbs Rd-W-Kump Ave
Grass Pad

2

CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: *-All **USER: mstites**

DATES: 6/1/2026 THRU 6/30/2026

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	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH	0	41	1
GENERAL	6	225	11
INOPERABLE/UNLICENSED/ON-GRASS	11	539	45
OUTSIDE STORAGE	7	438	41
PERMIT CHECK	6	6143	0
PROPERTY MAINTENANCE	6	395	16
SIGNS	1	823	0
SNOW & ICE	0	11	0
TALL GRASS/WEEDS	22	505	52
COURT	5		
TOTALS	**64**	**9120**	**173**

Report shows number of locations with multiple violations at many locations; does not include site re-inspections.