City of Bonner Springs
KANSAS

Monday, October 27, 2025
200 East Third Street, Bonner Springs, KS 66012
Bonner Springs City Hall
Council Chambers

WORKSHOP MEETING - 6:45 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP - 6:45 P.M.

1. Wyandotte County Vision Zero Action Plan

Action	No action to be taken - Informational only.

CITY COUNCIL MEETING - 7:30 P.M.

1. Swear in K-9 Officer Champ

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 October 13, 2025 City Council Meeting

Action	Make a motion to approve the minutes of the October 13, 2025 City Council meeting as presented.
Recommendation	

Documents:
1. 10132025 CCM Minutes

2. Claims for City Operations

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

Documents:
1. Check Register
2. Expense Approval Report

3. Tiblow Transit Title VI Policy Approval

Action	Make a motion to approve Governing Body Policy GB13-01R:Tiblow Transit Title VI Policy.
Recommendation	Staff recommends approval.

Documents:
1. Proposed Tiblow Transit Title VI Plan
2. Informational Brochure
3. Title VI Informational Brochure Spanish

4. Cereal Malt beverage License Renewal - Lin's Chinese Restaurant

Action	Make a motion to approve the Cereal Malt Beverage license renewal for Lin's Chinese Restaurant as presented.
Recommendation	Staff recommends approval.

Documents:

5. Cereal Malt Beverage License - QuikTrip #285

Action	Make a motion to approve the Cereal Malt Beverage license renewal for QuikTrip Store # 285 as presented.
Recommendation	Staff recommends approval.

Documents:

6. Cereal Malt Beverage License Renewal - QuikTrip #199

Action	Make a motion to approve the Cereal Malt Beverage license renewal for QuikTrip Store # 285 as presented.
Recommendation	Staff recommends approval.

Documents:

7. Massage Therapy Business Establishment and Massage Therapist Licenses - Ayla Ebert, Asteria Massage

Action	Make a motion to approve the massage therapy business establishment and massage therapist licenses for Asteria Massage and Ayla Ebert.
Recommendation	Satff recommends approval.

Documents:

OLD BUSINESS

NEW BUSINESS

1. Waiver from Generally Accepted Accounting Principles (GAAP) for Financial Reporting

Action	Make a motion to approve a resolution waiving the City's compliance with generally accepted accounting principles for financial reporting and causing such reports to be prepared in compliance with the cash basis and budget laws of the State of Kansas.
Recommendation	The Finance Director recommends approval

Documents:

1. 2025 Resolution Waiving GAAP requirements

2. Special Traffic Enforcement Program (STEP) Grant Continuation

Action	Make a motion to authorize the city manager to execute the contract to continue the Special Traffic Enforcement Program (STEP) grant.
Recommendation	Staff recommends approval.

Documents:

1. STEP (Bonner Springs PD) Contract PT-1220-26 (775-25).final (1)

3. Industrial Revenue Bonds for Compass70 (Scannel Building 3B, Lot 1)

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. Base Lease Agreement - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673 - 2025
2. PILOT and Performance Agreement - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673 - 2025
3. Bond Purchase Agreement (BPA) - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673 - 2025
4. Lease - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673 - 2025
5. Trust Indenture - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673 - 2025
6. Ordinance Authorizing Issuance - Bonner Springs, KS - IRB, Scannell (Building 3B - Lot 1) - Scannell Properties #673, LLC - 2025

REPORTS

1. City Manager's Report

Action Recommendation

Documents:

1. City Managers Update 10-24-25

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: October 27, 2025
To: Mayor and City Council
From: Mark Lee

Subject: Wyandotte County Vision Zero Action Plan

Recommendation: None at this time.

Action: No action to be taken - Informational only.

Background: The Wyandotte County Vision Zero Action Plan (VZAP) is a bold initiative to eliminate fatal and serious injury crashes in Kansas City, Kansas, and Wyandotte County. Funded by a U.S. Department of Transportation (USDOT) grant, this plan uses crash data and public input to identify high-risk areas and develop safety strategies for all road users. Together, we can create a safer Wyandotte County.

Discussion: Jon Moore of Wilson and Company, a member of the consulting team working on the project, will be giving a presentation and update on the Vision Zero Action Plan.

Financial Impact:

-Bonner Springs-
Project Update

October 27th, 2025

WYANDOTTE COUNTY
VISION ZERO
ACTION PLAN

Agenda

1 Plan Background / Overview

2 Safety Analysis

3 Public & Stakeholder Engagement

4 Vision / Mission / Goals

5 Next Steps

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Plan Background / Overview

WYANDOTTE COUNTY

VISION ZERO

ACTION PLAN

What is Vision Zero?

- Funded through USDOT's Safe Streets and Roads for All(SS4A) Program
  - $960,000 grant + $240,000 KDOT match = $1,200,000 award
- Partnership between UG and Cities of Bonner Springs, Edwardsville, and Lake Quivira
- Utilize crash report data (local and state) to:
  - Identify critical safety issues / locations
  - Develop targeted projects to combat these issues
  - Update internal policies and processes
  - Set up County and Partner Cities for funding

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

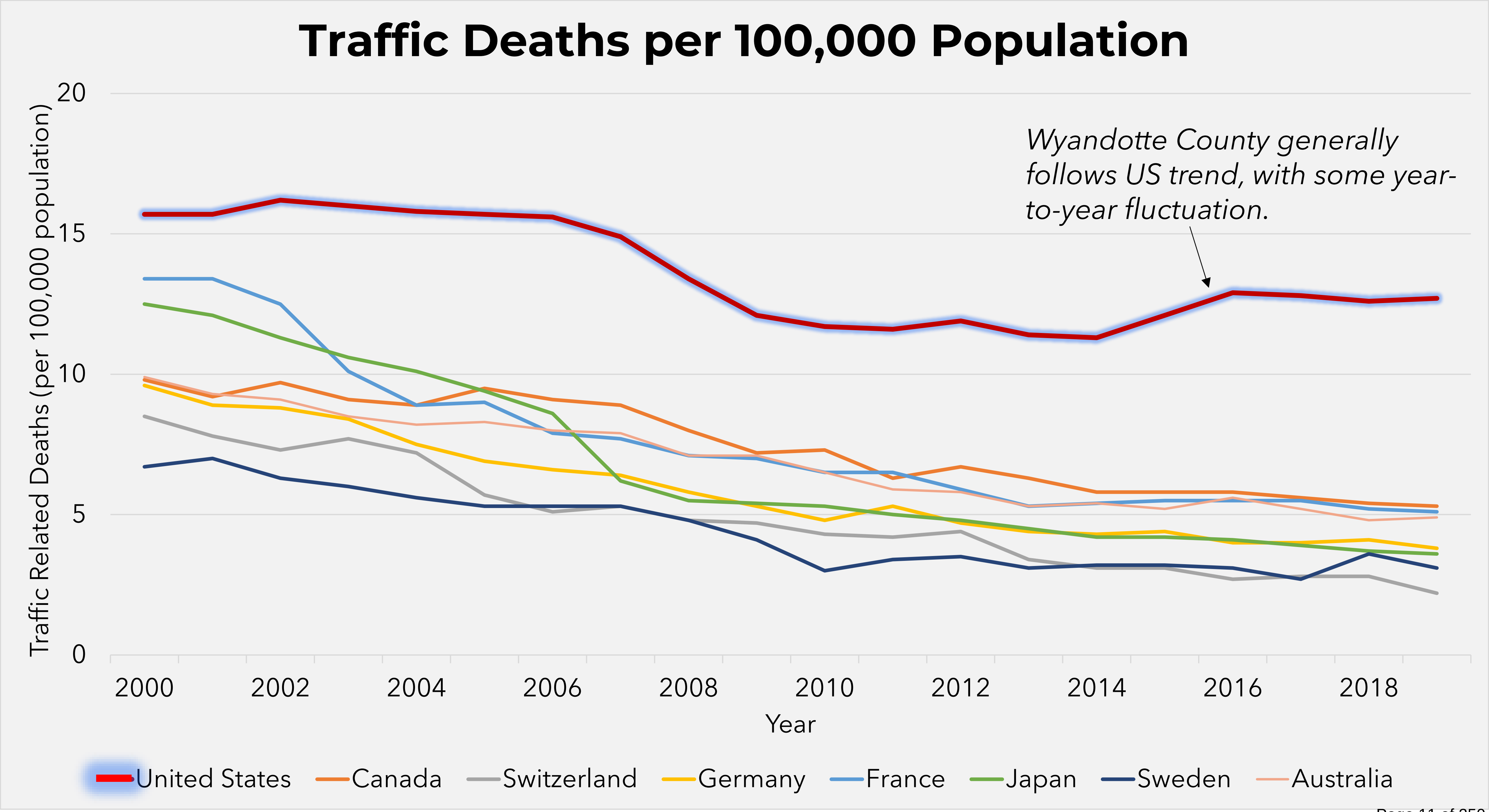
Vision Zero Overview

Over the past ten years (2014-2023) in Wyandotte County:

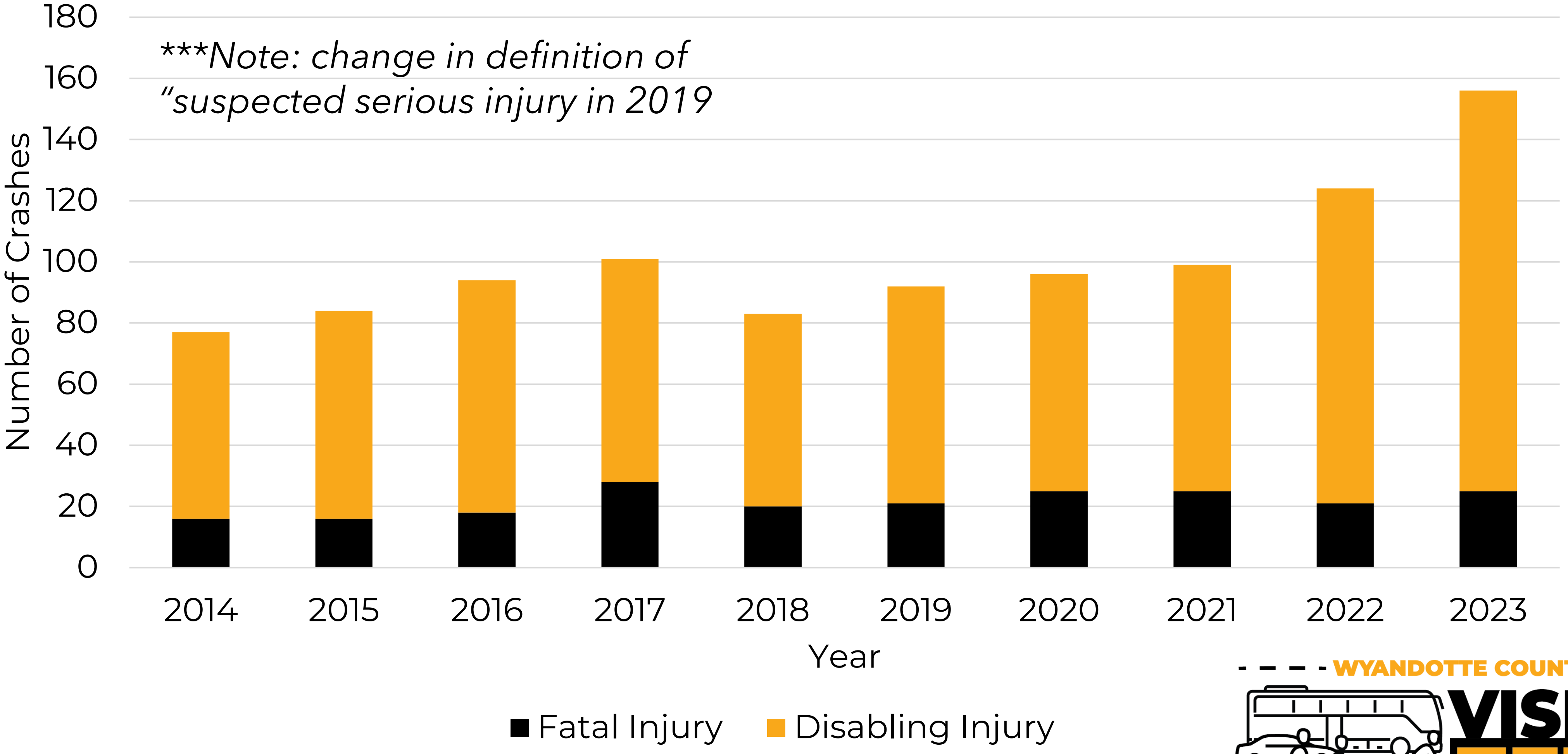
239 People were killed
996 People were seriously injured

The purpose of Vision Zero is to eliminate traffic related fatalities and serious injuries.

WYANDOTTE COUNTY VISION ZERO ACTION PLAN


Traffic Deaths per 100,000 Population
Wyandotte County generally follows US trend, with some year-to-year fluctuation.
Traffic Related Deaths (per 100,000 population)
20
15
10
5
0
2000
2002
2004
2006
2008
2010
2012
2014
2016
2018
Year
United States
Canada
Switzerland
Germany
France
Japan
Sweden
Australia

Fatal and Serious Injury Crashes in Wyandotte County by Year



WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Vision Zero Overview

- Vision Zero is a global movement that begin in the 1970s to **eliminate traffic deaths** worldwide.
- The Vision Zero approach has **dramatically reduced traffic deaths** where implemented and **fully achieved** zero deaths in some early adopter communities.

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

What will this Plan provide?

Toolbox of System-Wide Countermeasures

- Low-cost, quick build deployments
  - *Ex: protected pedestrian crossings, improved signage*
- Policies and programs
  - *Ex: Seatbelts Are For Everyone (SAFE), traffic calming program, street tree policy*

Targeted Projects

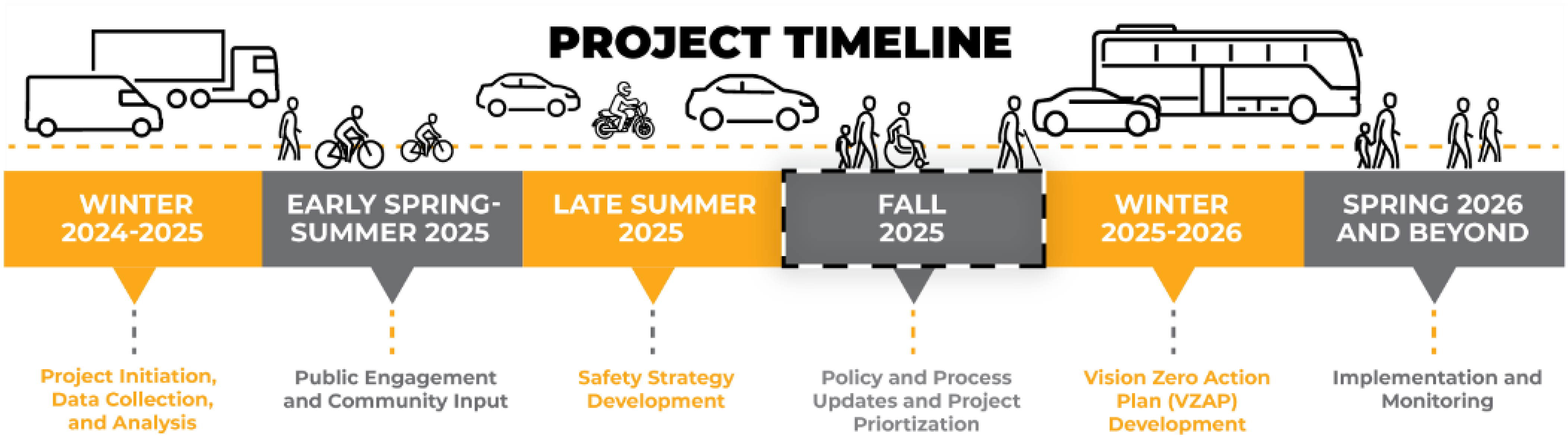
- For locations with crash history and significant safety risk
- Concept level design
- Cost estimates
- Set Cities up to get additional funding

Technical Resources

- Safety data dashboard
- Capital / maintenance program guidance
- Funding strategies
- Methodology for tracking progress and future prioritization

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Plan Schedule



Board of Commissioners to adopt <u>Vision / Mission Statement / Goals</u> this Fall

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Safety Analysis

WYANDOTTE COUNTY
VISION
ZERO
ACTION PLAN

Crash Statistics (County-wide): 2014-2023

Most Severe ← → Least Severe

Focus →

Statistic	Fatal Injury (K)	Disabling Injury (A)	Non-Incapacitating Injury (B)	Possible Injury (C)	Property Damage Only (O)	Total Crashes
Total Crashes	215	791	4,315	5,051	29,442	39,814
Excluding Interstates	150	537	2,929	3,810	20,302	27,728
Local Streets Only (No Interstates/US/K-Routes)	109	412	2,349	3,088	17,155	23,113
Vulnerable Road User Crashes (Bike/Ped)	32	89	210	161	22	514
Excluding Interstates	20	84	204	161	21	490
Local Streets Only (No Interstates/US/K-Routes)	16	69	180	144	19	428

Major Fatal/Serious Injury Crash Trends

Infrastructure

- Roadway Departure (42%)
- Intersection-Related (44%)
- Speeding (35%)
- Pedestrian or Bicyclist (17%)

Behavioral

- Unrestrained Occupant (35%)
- Young Driver (34%)
- Impaired Driving (21%)

Notes:

- *Crashes can involve multiple factors (e.g., speeding + intersection-related).*
- *% indicates % of fatal + serious injury crashes associated with this factor (excludes crashes on Interstates)*

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Contributing Factors to Crashes

- *% of Associated Fatal + Serious Injury Crashes vs. Statewide Average*

Potential Focus Area	WyCo Fatal and Serious Injury Crashes (2014-2023)				Kansas Statewide Fatal and Serious Injury % (2019-2023)	Difference
	F	SI	Total F+SI	Wyandotte County %		
Roadway Departure	72	218	290	42%	43%	-1%
Intersections	63	241	304	44%	31%	**13%**
Speeding	76	170	246	35%	17%	**18%**
Vulnerable Road User	24	93	117	17%	10%	**7%**
Unrestrained Occupant	56	190	246	35%	28%	**7%**
Impairment	34	115	149	21%	19%	2%
Young Driver*	16	86	102	15%	15%	0%
Total (Non-Interstate)	***150***	***547***	***697***			

**Young drivers shown as 20 or younger for consistency w/ state metrics; if increased to 25 or younger, this comprises 34% of F+SI crashes.*

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Fatal (K) Crashes I Serious Injury (A) Crashes I Minor Injury (B) Crashes I Possible Injury (C) Crashes I No Injury (O) Crashes

Who

Use the drop-downs below to filter the results shown to the right.

Crash Severity: All

Ownership: All

Jurisdiction: BONNER SPRINGS

Potential Focus Area: All

Year: All

Age of Drivers at Fault: All

Clear All Filters

Use Restricted, 23U.S.C. § 407

1,916
Total Crashes

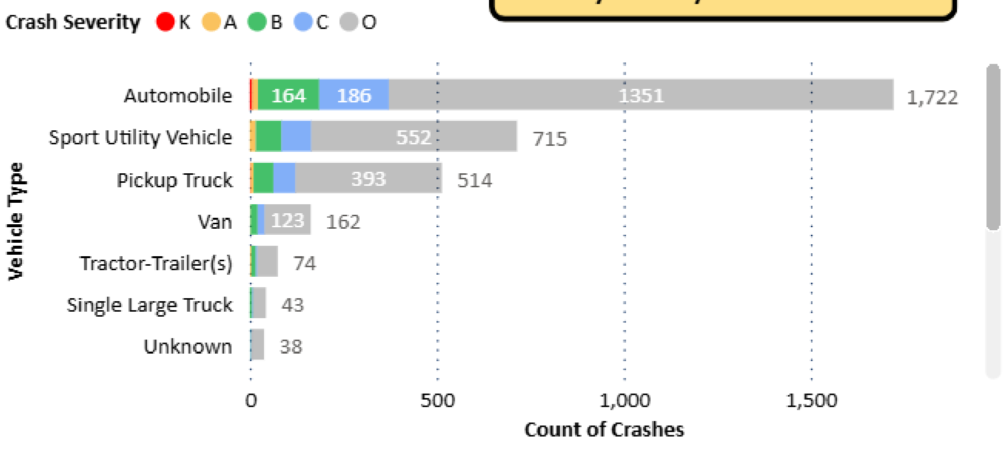
3,334
Units (vehicles) Involved

Crash Data from 2014-2023 unless otherwise filtered to specific years.

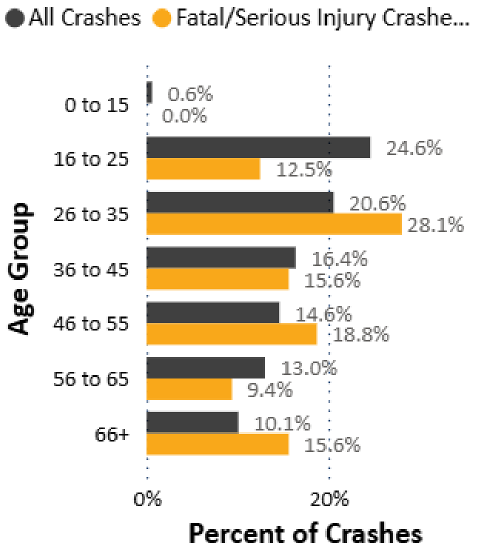
Vehicle Type	Count of Units (Vehicles)	Count of Occupants
Automobile	2,380	2,337
Sport Utility Vehicle	1,222	1,050
Pickup Truck	903	638
Van	330	254
Unknown	54	142
Tractor-Trailer(s)	138	78
School Bus	10	58
Single Large Truck	90	50
Motorcycle	46	38
Truck and Trailer(s)	38	29
Cross Country Bus	2	10
Other	10	9
Camper-RV	4	3
Total	**3,334**	**4,696**

Vehicle Type Totals

View by severity breakdown instead

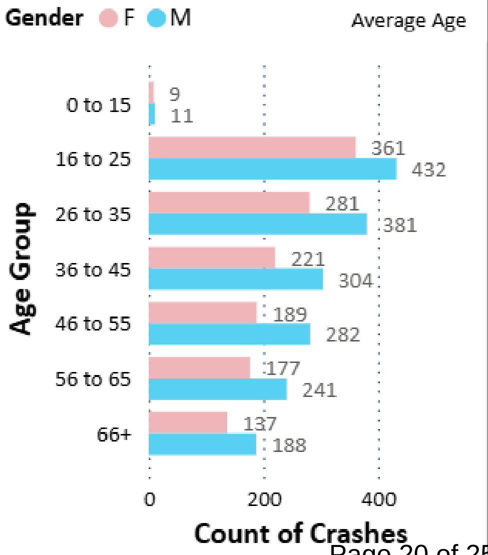


Crashes by Age and Severity



Crashes by Age

39.53
Average Age



WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Overview | Map | Who | Where | When | Why | Locality

Fatal (K) Crashes I Serious Injury (A) Crashes I Minor Injury (B) Crashes I Possible Injury (C) Crashes I No Injury (O) Crashes

Why

Use the drop-downs below to filter the results shown to the right.

Crash Severity
All

Ownership
All

Jurisdiction
BONNER SPRINGS

Potential Focus Area
All

Year
All

Age of Drivers at Fault
All

Clear All Filters

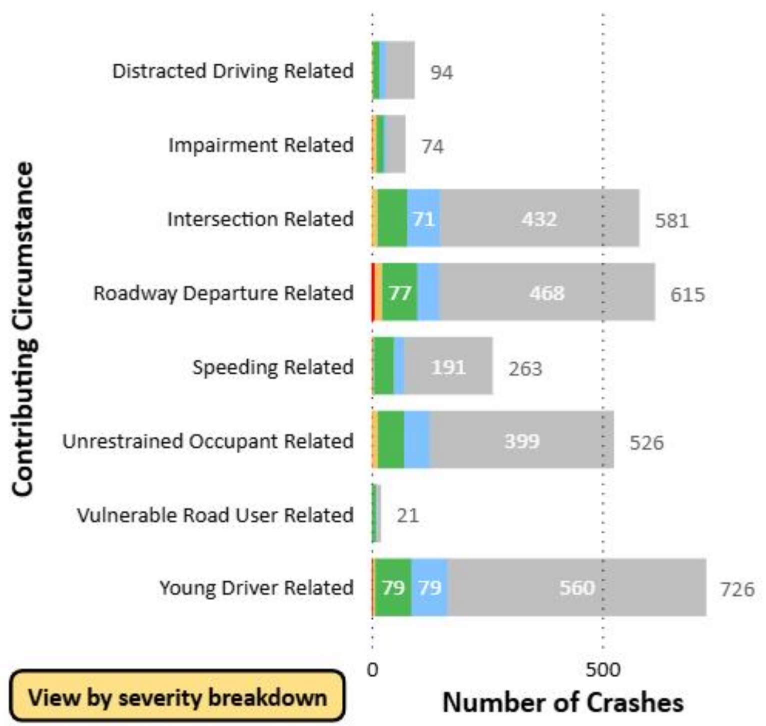
Use Restricted, 23U.S.C. § 407

1,916 Total Crashes

8 Fatal Crashes

Crash Data from 2014-2023 unless otherwise filtered to specific years.

Crash Totals by Contributing Circumstance

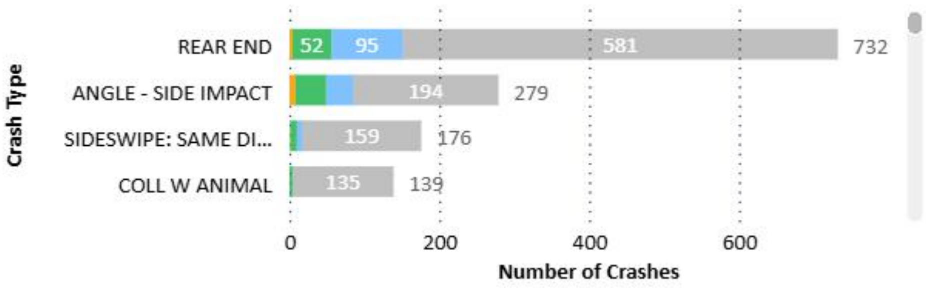


View by severity breakdown

Crashes may include multiple or no contributing circumstances listed above.

Crash Type

View by severity breakdown



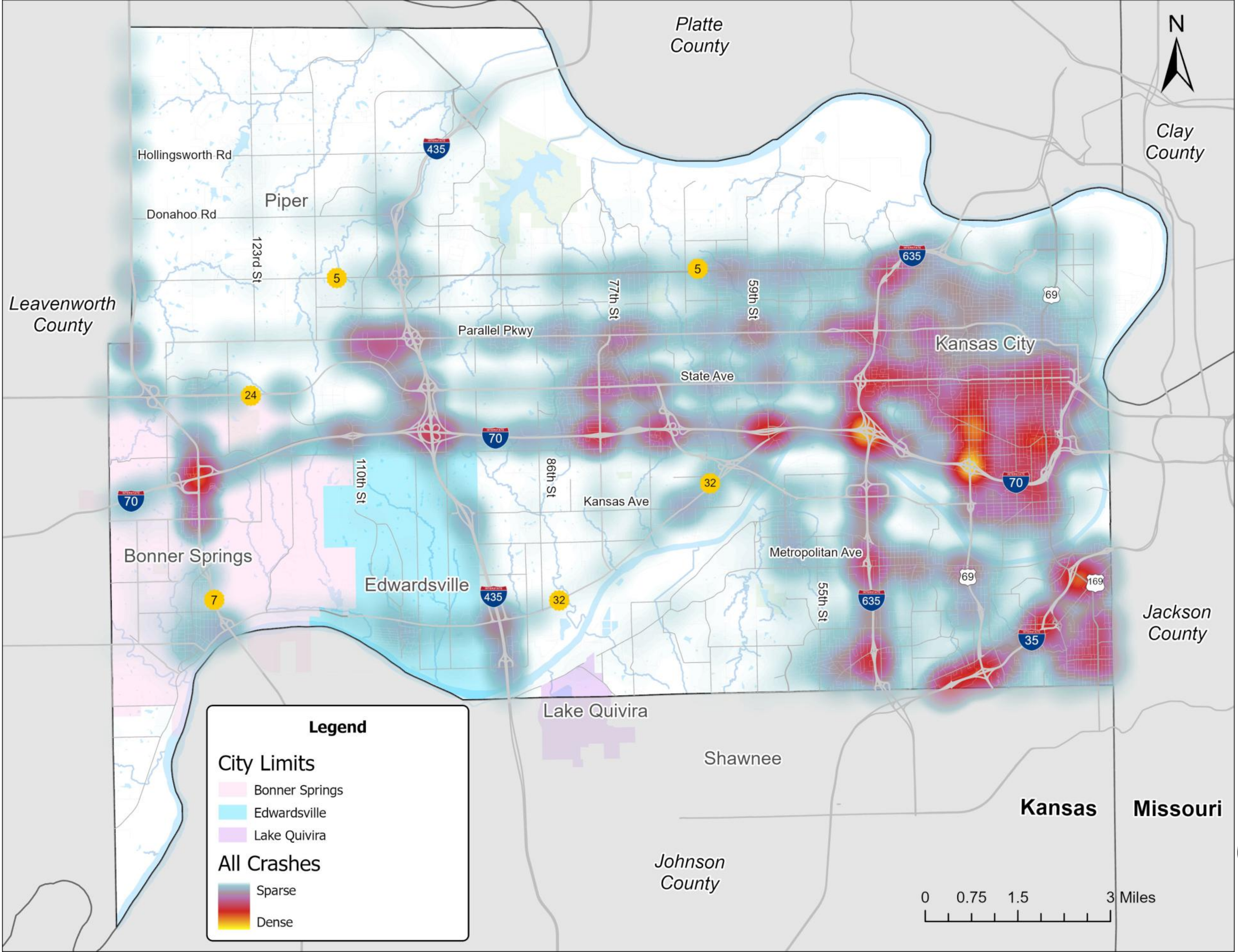
Hover mouse over crash type to read full description.

Heat Map of Crashes

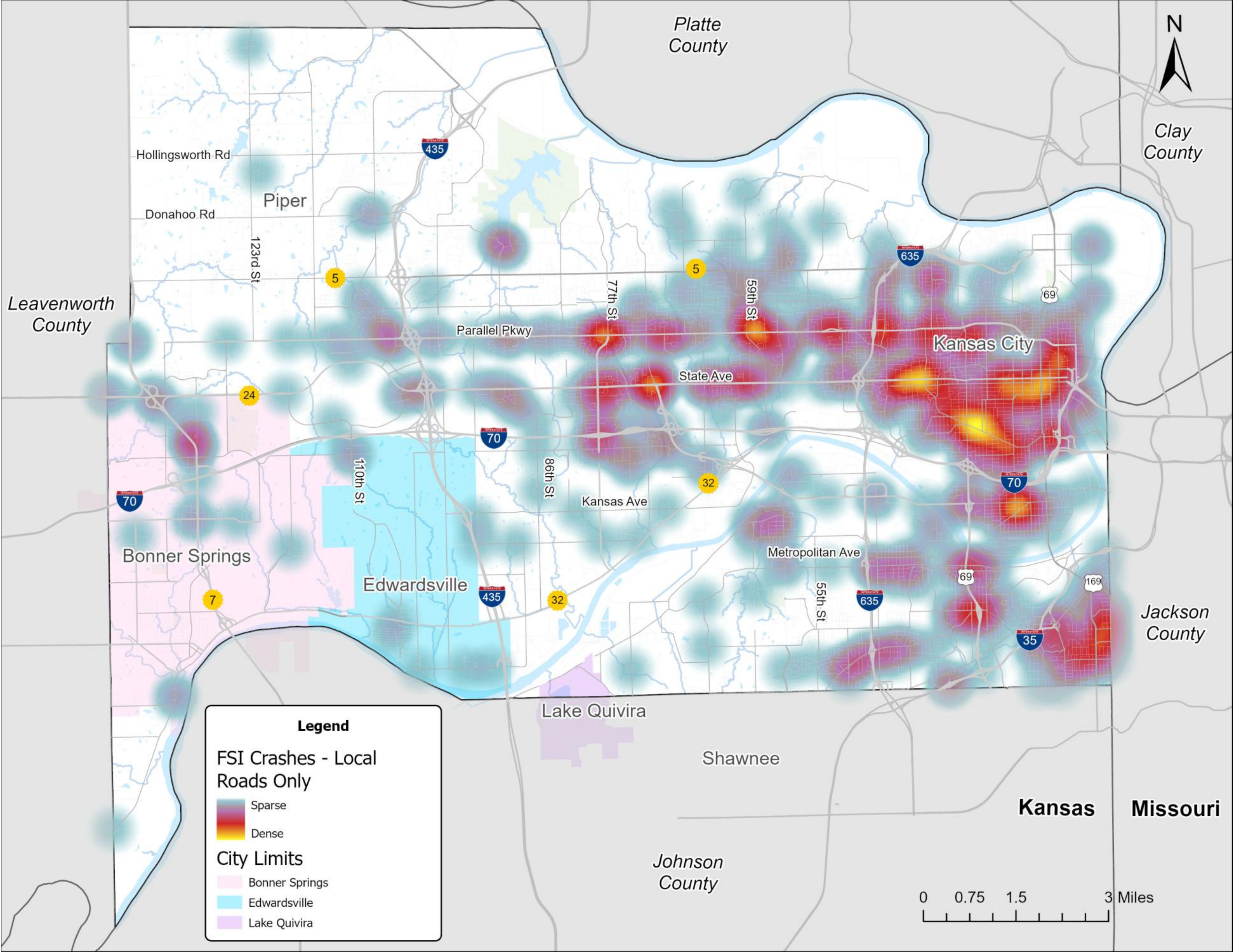
View Point Map by Severity

Crash "Heat Map": All Crashes (2014-2023)

Includes all roads in County, including those owned / maintained by KDOT



WYANDOTTE COUNTY VISION ZERO ACTION PLAN



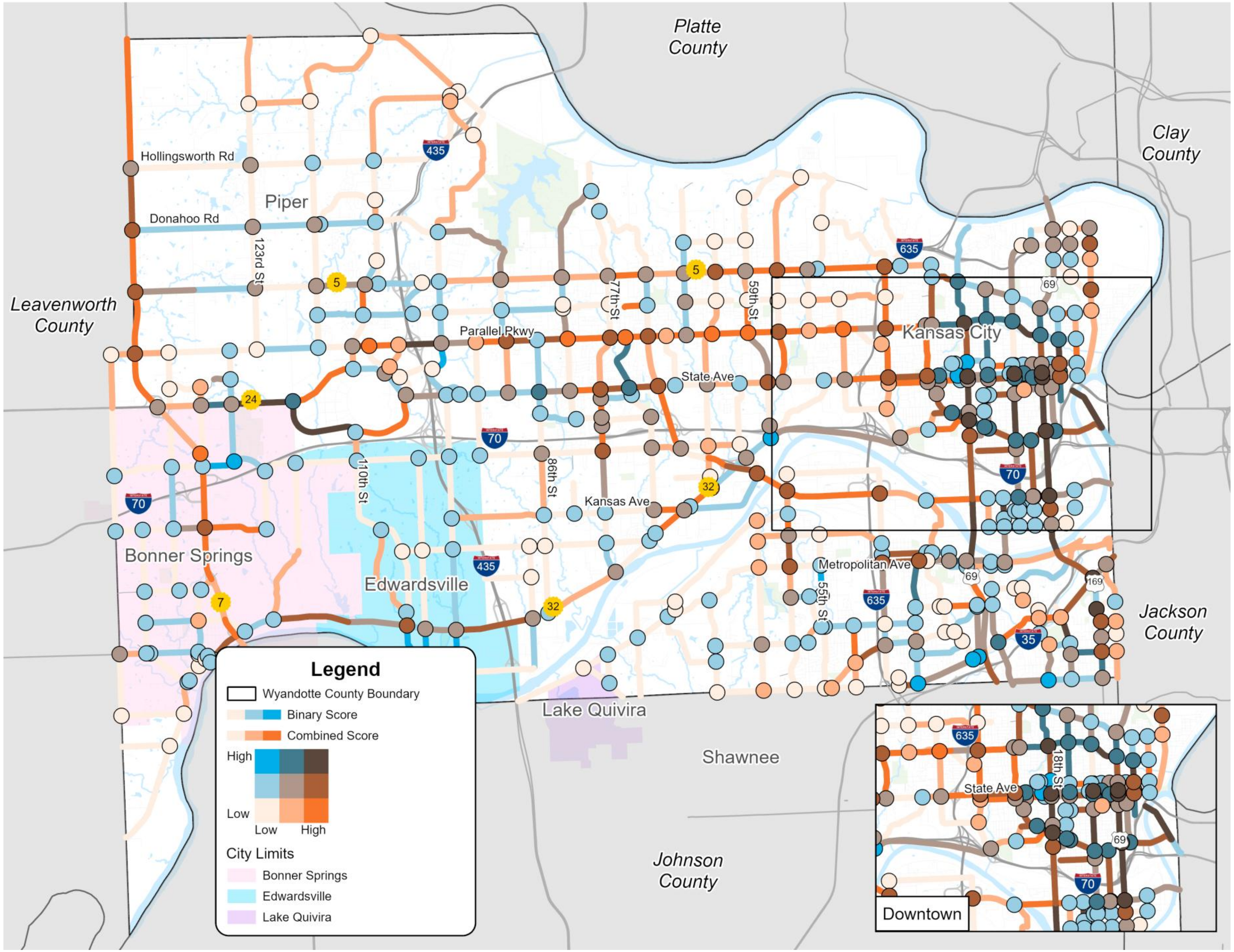
Crash "Heat Map":
All Crashes (2014-2023)
Involving a Fatality or Serious Injury

Local Streets Only (Not Including Interstate Highways or US/K-Routes)

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Combined HIN/HRN Score and Binary Score

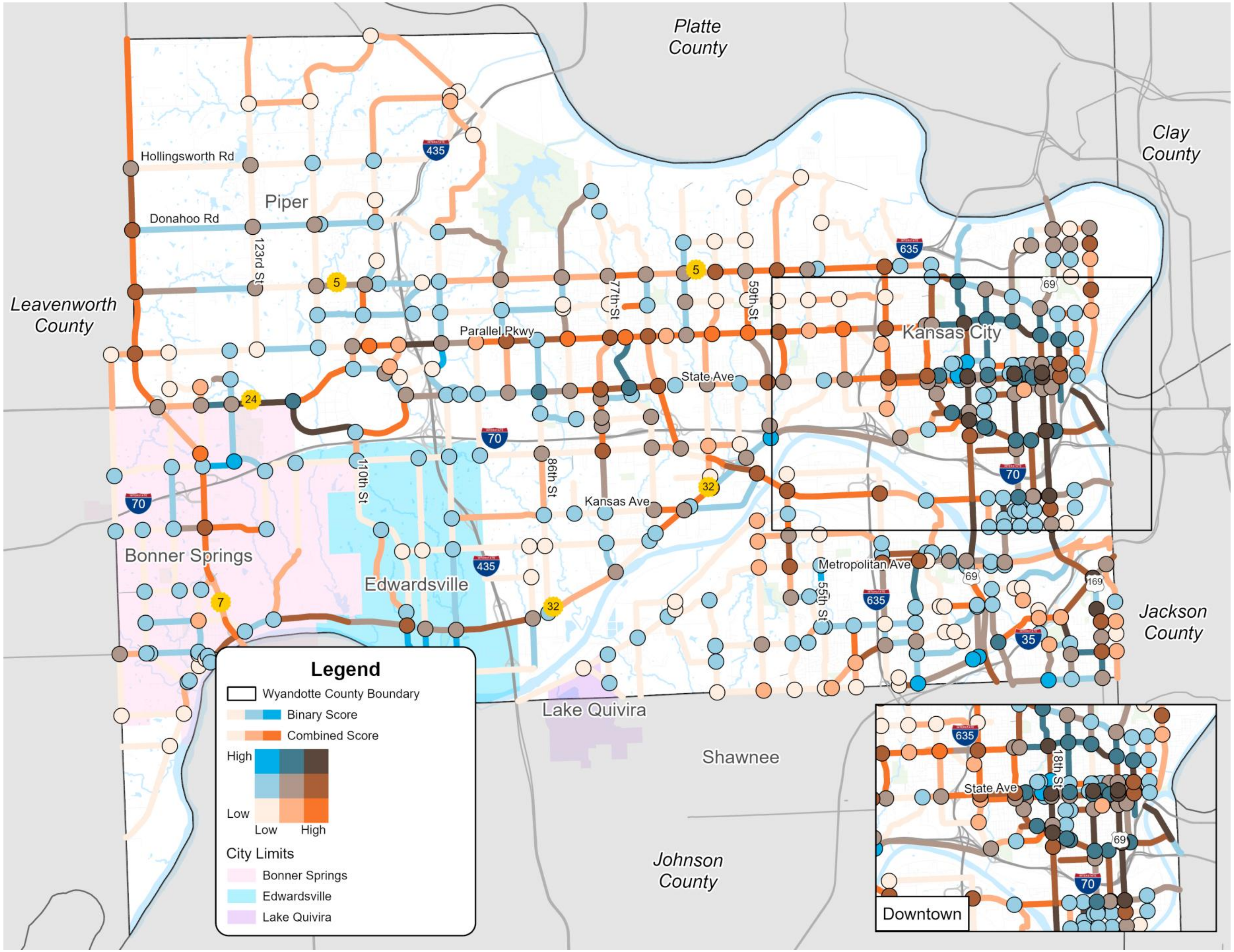
Bivariate



WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Combined HIN/HRN Score and Binary Score

Bivariate



WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Project Identification / Prioritization

- Goal: identify a list of targeted locations for safety projects → prioritize → develop project concepts at top priority locations for seeking funding
- Status:
  - Compiled (1) previously-identified transportation/VRU projects from previous planning efforts + (2) requested projects in CIP
  - Overlaid with HIN and HRN to look at greatest safety needs (including locations that have not been ID'd previously)
  - Incorporated public comments (comment map), stormwater/CSO planned projects
  - **Developing list(s) of top projects**

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Project Identification / Prioritization

Locations identified for:

(A) segments and (B) intersections

(**Weighted Criteria** x **Weight**) + **Binary Criteria**

Weighted Criteria

- High Injury Network (HIN)
  Weighted score for locations in top 30%
- High Risk Network (HRN)
  Weighted score for locations in top 30%

Weight

- Factor in Land Use by assessing FSI crashes in each context

Binary Criteria

- Public Comments
- Included in Existing CIP/Plan

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Project Identification / Prioritization

- Columns to help identify projects in different areas / contexts:
  - State highway
  - Commissioner districts
  - Jurisdiction
  - Stormwater overlay
  - Land use classification

    Urban Core, Suburban Realm, Rural Edge, Mixed-Use/Commercial, Industrial

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Potential Segment Locations

Segment On Street	Segment I	Segment '	Functiona	AADT	FSI Total	Speed Lin	HINPerce	HINScore	HRNScore	Combine	Segment_	Percentile	District	City Name	Public Co	Photo_Ca	Comment	Replies	Public Co	Plan_of_O	Plan_Type	Plan_Lang
Parallel Pkwy	Praun Ln	29th St	Minor Arte	11475	8	35	91st - 100t	4	4	8	555	91st - 100t	1	Kansas City						KCK Herita	Corridor P	Create a g
7th St Trfy	24th St	Central Ave		10689	10	30	91st - 100t	4	4	8	27	91st - 100t	2	Kansas City	Car lost cc	N/A	Crash	N/A	1	KC Smart I	Transit Pl	Along Stat
18th St	18th St Exp	Ridge Ave	Arterial	21443	8	30	91st - 100t	4	4	8	705	91st - 100t	2	Kansas City	Having the	N/A	Driver Cor	N/A	1	goDotte	Corridor P	18th Street
Southwest Blvd	Rainbow E	Mission R	Arterial	11298	3	30	91st - 100t	4	4	8	454	91st - 100t	3	Kansas City	The cars t	N/A	Pedestrian	N/A	1			
7th St Trfy	Parallel Pl	Washington Blvd		6174	7	30	91st - 100t	4	4	8	31	91st - 100t	4	Kansas City						NE Area M	Parks and	A section
Parallel Pkwy	64th Ter	67th St	Minor Arte	16528	4	40	91st - 100t	4	4	8	549	91st - 100t	8	Kansas City	Over the y	N/A	Driver Cor	N/A	1			
Parallel Pkwy	47th St	Victory Dr		16431	1	35	81st - 90th	3	4	7	250	91st - 100t	1	Kansas City								
7th St Trfy	Cheyenne	Osage Ave		24932	3	35	81st - 90th	3	4	7	23	91st - 100t	2	Kansas City	This inters	N/A	Near Cras	N/A	1	goDotte	Corridor P	Currently,
18th St Expy	Kansas Av	Metropolitan Ave		29570	3	55	81st - 90th	3	4	7	38	91st - 100t	2	Kansas City	Bridge out	N/A	Driver Cor	N/A	1	K-32 Tri-Ci	Parks and	The Kansa
18th St	Central Av	Ridge Ave	Arterial	21443	2	30	81st - 90th	3	4	7	54	91st - 100t	2	Kansas City	Forget abc	N/A	Near Cras	N/A	1	KC Smart I	Transit Pl	Along Stat
Mission Rd	Southwest	Rosedale	Arterial	17149	3	30	81st - 90th	3	4	7	414	91st - 100t	3	Kansas City	This inters	N/A	Pedestrian	N/A	1	2022 Merri	Parks and	Turkey Cre
18th St Expy	County Lir	Merriam Ln		25175	3	45	81st - 90th	3	4	7	683	91st - 100t	3	Kansas City	The road c	N/A	Driver Cor	N/A	1			
7th St Trfy	Metropolit	Shawnee Rd		24932	1	40	81st - 90th	3	4	7	22	91st - 100t	3	Kansas City	Left turn li	N/A	Driver Cor	N/A	1	K-32 Tri-Ci	Parks and	The Kansa
43rd Ave	Rainbow E	State Line	Arterial	18465	1	30	81st - 90th	3	4	7	718	91st - 100t	3	Kansas City	This inters	N/A	Driver Cor	N/A	1	KC Smart I	Transit Pl	Along Stat
K-7 Hwy	Riverview	Kansas Ave		26973	2	60	81st - 90th	3	4	7	43	91st - 100t	7	Bonner Springs	no turn la	N/A	Driver Cor	N/A	1	KC Smart I	Transit Pl	Along Stat
Parallel Pkwy	77th St	75th Dr	Minor Arte	20570	1	40	81st - 90th	3	4	7	544	91st - 100t	8	Kansas City								
Leavenworth Rd	51st St	55th St	Arterial	10390	6	35	91st - 100t	4	3	7	525	81st - 90th	1	Kansas City	Dedicated	N/A	Driver Cor	N/A	1			
Leavenworth Rd	59th St	55th St	Arterial	10390	3	35	91st - 100t	4	3	7	524	81st - 90th	1	Kansas City								
7th St Trfy	Kansas Av	Central Ave		10689	6	30	91st - 100t	4	3	7	25	81st - 90th	2	Kansas City	The inters	N/A	Driver Cor	N/A	1	goDotte	Corridor P	Currently,
7th St Trfy	24th St	Minnesota Ave	[illegible]	[illegible]	[illegible]	[illegible]	- 100t	4	3	7	28	81st - 90th	2	Kansas City	There is a	N/A	Pedestrian	N/A	1	KCK Herita	Corridor P	Create a g
Central Ave	10th St	Mill St	Arterial	[illegible]	[illegible]	[illegible]	- 100t	4	3	7	498	81st - 90th	2	Kansas City						goDotte	Corridor P	Currently,
Central Ave	10th St	13th St	Arterial	[illegible]	[illegible]	[illegible]	- 100t	4	3	7	499	81st - 90th	2	Kansas City						goDotte	Corridor P	Currently,
7th St Trfy	Rainbow E	Shawnee Rd	[illegible]	[illegible]	[illegible]	[illegible]	- 100t	4	3	7	21	81st - 90th	3	Kansas City	The cars t	N/A	Pedestrian	N/A	1			
Parallel Pkwy	86th St	82nd St	Minor Arte	[illegible]	[illegible]	[illegible]	- 100t	4	3	7	542	81st - 90th	5	Kansas City	Speeding	N/A	Pedestrian	N/A	1	K-32 Tri-Ci	Corridor P	Use urban

EXAMPLE

Weighting TBD

Segment	HIN Score	HRN Score	Combined Score	Public Input	CIP/ Plan	Storm-water	State Hwy	Comm. District	Jurisdiction	Land Use
7th Street	4	4	8	Yes	Yes	Yes	Yes	1	Kansas City	Urban Core
Edwardsville Drive	1	2	3	No	Yes	No	No	7	Edwardsville	Suburban Realm

Project Identification / Prioritization

- Next steps:
  - Finalize weighting by land use context and total composite score
  - Check for overlapping areas between high-scoring segments / intersections
  - Top locations:
    - By city / commissioner district / land use context
    - With overlapping stormwater programmed improvements?
    - Not on state system?
  - Workshop w/ UG / partner city staff to narrow down top locations to focus improvements, including five (5) catalyst projects
  - Bring project lists to Steering Committee for input on catalyst projects

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Public & Stakeholder Engagement

WYANDOTTE COUNTY
VISION ZERO
ACTION PLAN

Engagement Activities Thus Far

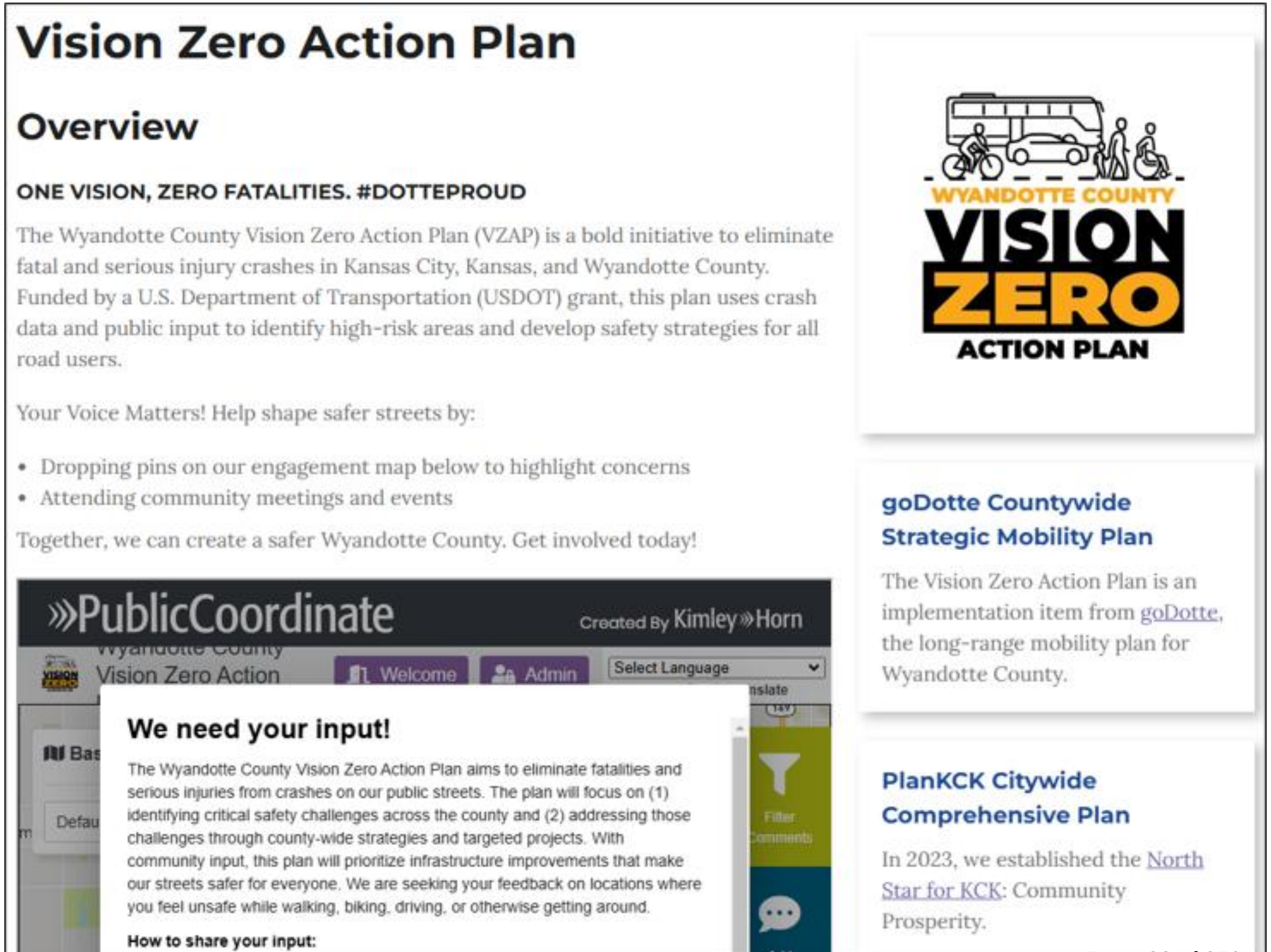
Public / County-Wide	Stakeholder-Specific
• Project website • Interactive comment map • Community survey • Social media blasts • Fact sheets / 1-pagers • Pop-up events	• UG Public Works Standing Committee • Steering Committee (this group) • 1-on-1 stakeholder conversations • Community group presentations • *Ex: Livable Neighborhoods, UG Standing Committees, Bonner Springs / Edwardsville elected officials* • Safety Tour

wycokck.org/visionzero

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Website

wycokck.org/visionzero



Vision Zero Action Plan

Overview

ONE VISION, ZERO FATALITIES. #DOTTEPROUD

The Wyandotte County Vision Zero Action Plan (VZAP) is a bold initiative to eliminate fatal and serious injury crashes in Kansas City, Kansas, and Wyandotte County. Funded by a U.S. Department of Transportation (USDOT) grant, this plan uses crash data and public input to identify high-risk areas and develop safety strategies for all road users.

Your Voice Matters! Help shape safer streets by:

- Dropping pins on our engagement map below to highlight concerns
- Attending community meetings and events

Together, we can create a safer Wyandotte County. Get involved today!

»PublicCoordinate Created By Kimley»Horn

Vision Zero Action

Welcome Admin Select Language

We need your input!

The Wyandotte County Vision Zero Action Plan aims to eliminate fatalities and serious injuries from crashes on our public streets. The plan will focus on (1) identifying critical safety challenges across the county and (2) addressing those challenges through county-wide strategies and targeted projects. With community input, this plan will prioritize infrastructure improvements that make our streets safer for everyone. We are seeking your feedback on locations where you feel unsafe while walking, biking, driving, or otherwise getting around.

How to share your input:

Filter Comments

Add

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

goDotte Countywide Strategic Mobility Plan

The Vision Zero Action Plan is an implementation item from goDotte, the long-range mobility plan for Wyandotte County.

PlanKCK Citywide Comprehensive Plan

In 2023, we established the North Star for KCK: Community Prosperity.

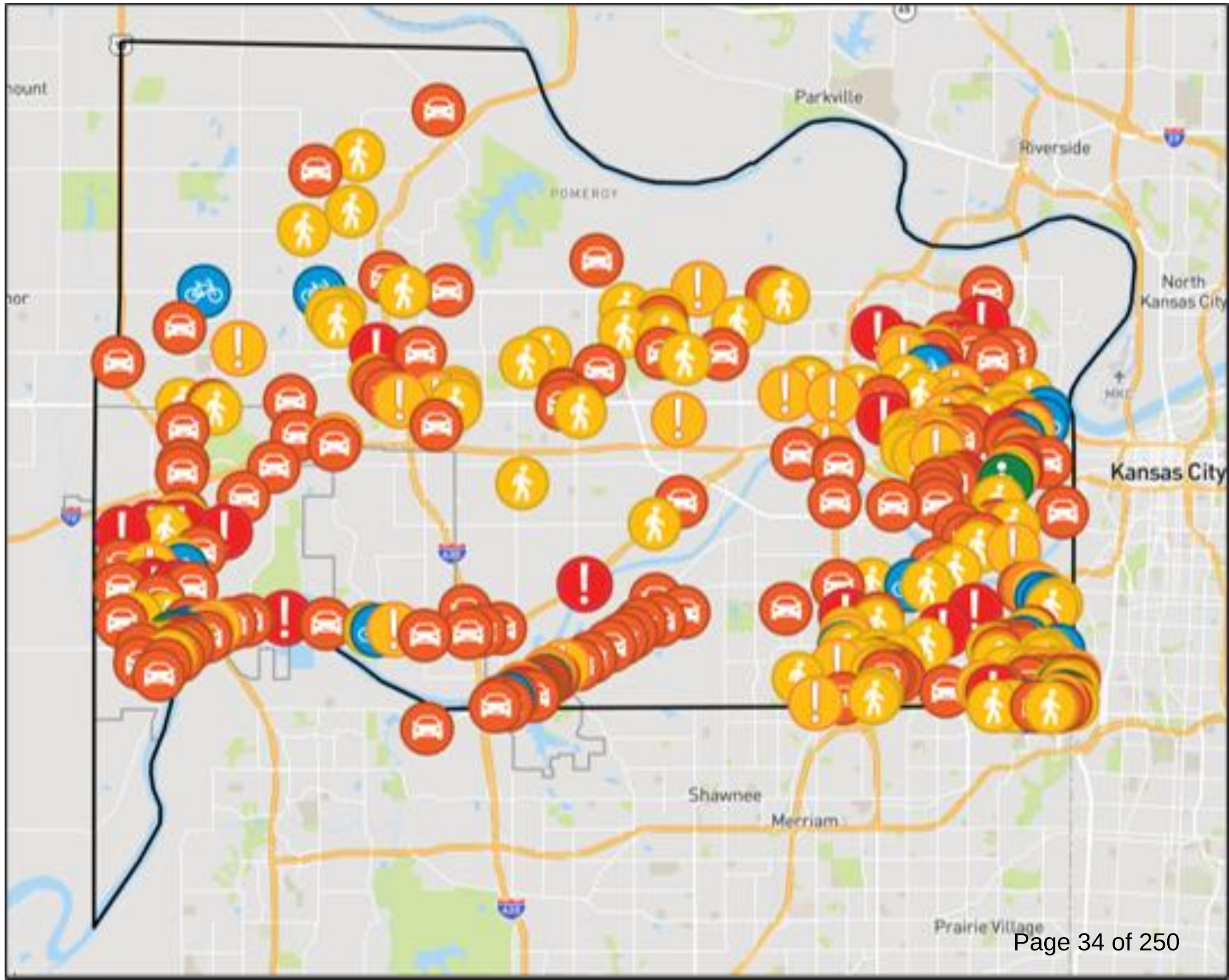
Online Comment Map

Map now closed

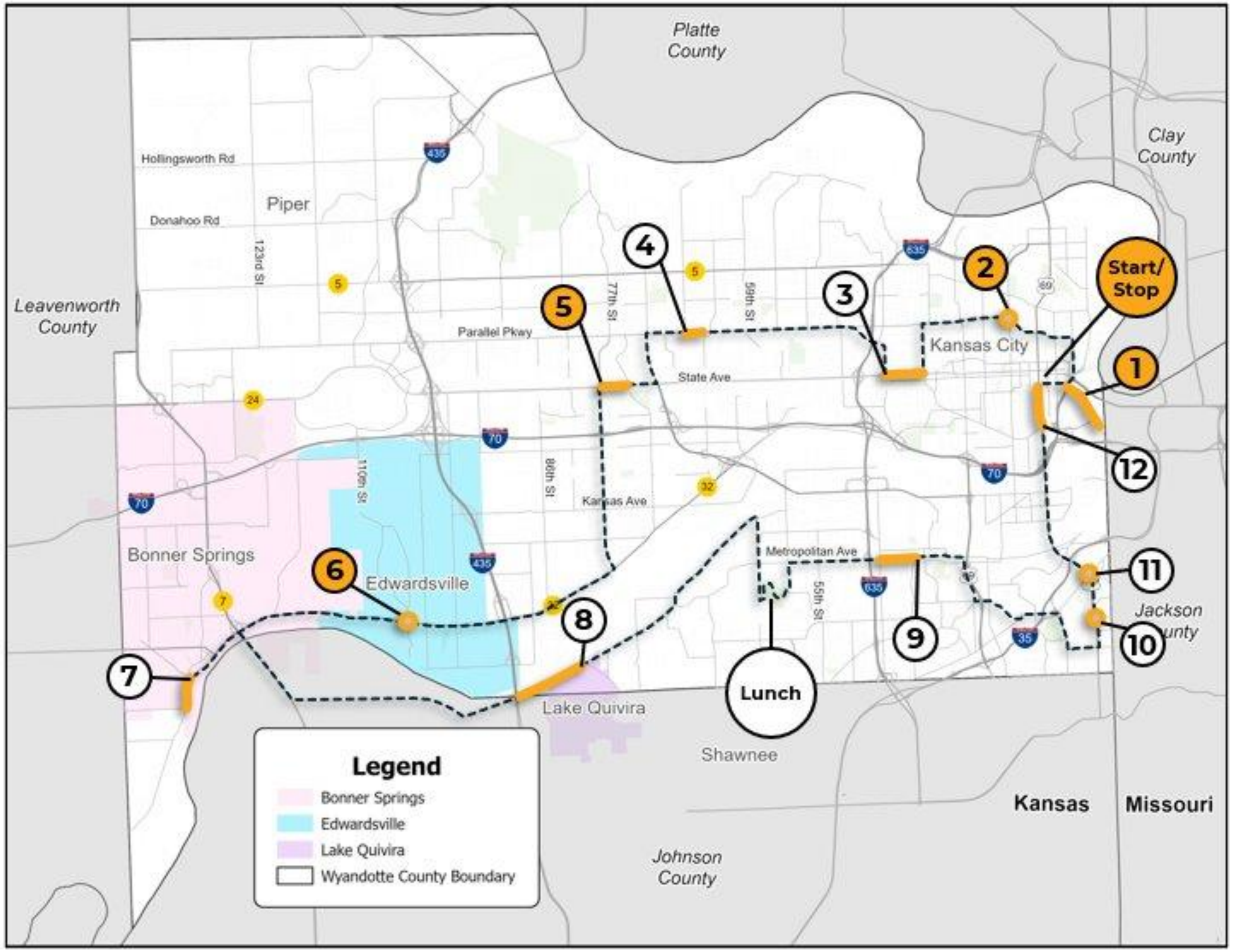
500+ comments received

Common themes:

- Lack of sidewalks
- Crosswalks not visible/clearly marked
- Trees and parked cars often obstruct visibility
- Traffic controls can make yielding/turning unsafe
- Drivers speed excessively over posted limit, especially in residential/school zones
- Transit stops lack pedestrian access

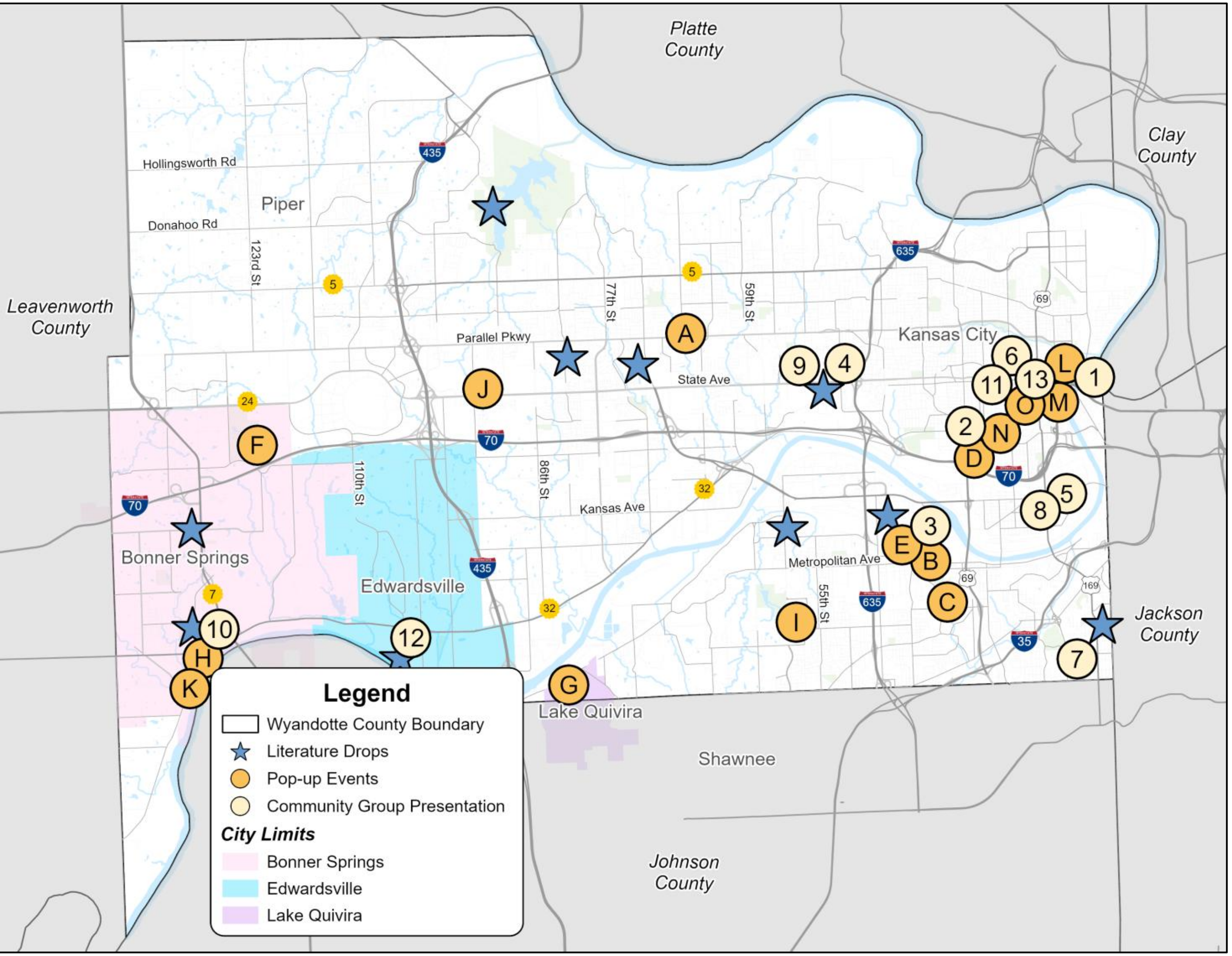


Transportation Safety Tour



Video at wycokck.org/visionzero

Ongoing / Upcoming In-Person Engagement



1. Strawberry Hill Neighborhood Association – 5/20
2. Central Avenue Betterment Association – 6/10
3. Argentine Betterment Council – 6/17
4. Livable Neighborhoods – 6/26
5. Armourdale Neighborhood Association – 7/24
6. Shepherd's Center – 8/15
7. Frank Rushton Neighborhood Association – 9/9
8. K-State Student Study of Armourdale Community Advisory Panel – 9/13
9. **Livable Neighborhoods (newsletter) – 10/23**
10. **Bonner Springs City Council – 10/27**
11. **Douglass-Sumner Neighborhood Association – 11/4**
12. **Edwardsville City Council -11/10**
13. **KCK Chamber of Commerce Board Meeting – 11/19**

A. 8th District Senior Resource Fair – 3/28
B. Hands-Only Health Fair – 4/26
C. KCKS Community Unity event – 4/26
D. Mexican Cultural Pride Day – 5/3
E. Kids to Park Day – 5/17
F. Senior Sock Hop – 5/22
G. Lake Quivira Safety Event – 6/2
H. Bonner Springs Farmers Market – 6/7
I. Turner Back-To-School – 7/30
J. KCK Back-To-School & Health Fair – 8/9
K. Bonner Springs Tiblow Days – 8/23
L. Memorial Hall Centennial Celebration – 9/12
M. CABA Third Friday Art Walk – 10/17
N. CABA Dia de Muertos – 11/1
O. Mayor's Tree Lighting - 11/7 (possibly)

Demonstration Activities

Planning to hold two "demonstration activities" in Spring 2026

1. KCKPS Infrastructure for All

- Interactive activities for students at F. L. Schlagle High School focused on safe driving behaviors, roadway design, and Wyandotte County safety trends

2. BetterBlock

- Temporary installation of safety treatments with community involvement and programming
- In the process of determining location

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Steering Committee Meeting #4

- Tues 11/4 | 9:30-11a | UG 5th floor conference room
- Agenda
  - Schedule update
  - Vision / Mission / Goals – where we landed
  - Engagement update
  - Countermeasures regroup
  - Targeted safety project locations and prioritization
    - *Provide several lists and work to identify five (5) catalyst projects*
  - Policy / process review

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Vision, Mission & Goals

WYANDOTTE COUNTY
VISION
ZERO
ACTION PLAN

Vision / Mission Statement Process

Project Team Research from Peer Communities
- *Early July*

Workshop w/ Steering Committee
- *July 23*

Draft Vision / Mission / Goals Developed by Project Team
- *Early August*

Review and Feedback from Steering Committee and UG Public Works & Safety Standing Committee
- *Mid-August*

Draft Final by Project Team
- *Late August*

UG Public Works & Safety Standing Committee Approval
- ***October***

UG Board of Commissioners Approval
- ***November***

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Vision and Mission Statement

- ***Vision:*** *Eliminate fatalities and serious injuries on roads in Wyandotte County by 2050 through strategies that provide safe and healthy mobility for all.*

- ***Mission:*** *The Unified Government of Wyandotte County/KCK and Partner Cities of Bonner Springs, Edwardsville, and Lake Quivira are committed to eliminating traffic-related deaths and serious injuries by adopting data-driven policies that prioritize human life and safety. Through strong community collaboration and access to safe and reliable transportation systems, we will create a transportation environment that protects all users regardless of neighborhood, mode, or ability.*

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

V/M/G Adoption Update

- Adoption by Planning Commission **10/13**
- Adoption by PW Standing Committee **10/27**
- **Next steps:**
  - Full adoption by Board of Commissioners
  - Documentation of final plan

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Next Steps

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Next Steps (Near-Term)

- Public Works Standing Committee (10/27)
  - Finalizing Vision / Mission Statement
- Prepare for Steering Committee #4
- Engagement Round 2 Planning / Scheduling / Implementing
- Countermeasures Toolbox
- Targeted Safety Projects
  - Finalize Prioritization Methodology & Project List
- Draft Report Chapters and Appendices

WYANDOTTE COUNTY VISION ZERO ACTION PLAN

Questions?

WYANDOTTE COUNTY
VISION ZERO
ACTION PLAN

wycokck.org/visionzero

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From:

Subject: Minutes of the October 13, 2025 City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes of the October 13, 2025 City Council meeting as presented.

Background:

Discussion:

Financial Impact:

City Council Meeting Minutes
October 13, 2025

WORKSHOP - 7:00 P.M. –

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

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Megan Gilliland, Economic Development Manager; James Zeeb, Fire Chief; Matt Beets, Public works Director; Jack Granath, Library Director and Michael Kelling, Police Captain

1. **Splash Pad Discussion** - The recreation manager presented options and information on a potential future splash pad.

CITY COUNCIL MEETING - 7:30 P.M.

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

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Megan Gilliland, Economic Development Manager; James Zeeb, Fire Chief; Matt Beets, Public works Director; Jack Granath, Library Director and Michael Kelling, Police Captain

The mayor led the Pledge of allegiance.

PRESENTATIONS

Proclamation – National Friends of the Library Week - The Mayor presented a proclamation to members of the Friends of the Bonner Springs City Library.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA – Alex DeMoro, Linwood, KS, stated he is a vendor at the Bonner Springs Farmers Market. DeMoro asked the Council to install a restroom at, or near, the farmers' market for public use. DeMoro offered to try to raise funds to help with the restroom cost and suggested potentially raising 50% of the cost if the City would be willing to provide the rest.

CONSENT AGENDA – Reeves moved and Shannon seconded to approve the consent agenda as presented. Unanimous approval.

1. Minutes of the September 22, 2025 City Council Meeting
2. Minutes of the October 9, 2025 Special City Council Meeting
3. Claims for City Operations

OLD BUSINESS - None presented
NEW BUSINESS -

1. **Public Hearing and Ordinance to Adopt Neighborhood Revitalization Plan No. 7** –
   a) Gurley moved and Blanks seconded to open a public hearing at 7:45 p.m. to hear public comments.
   b) Blanks moved and Reeves seconded to close the public hearing at 7:55 p.m. to hear public comments.
   c) Reeves moved to table the ordinance. No second was made. The motion failed for lack of second.
   d) Gurley moved and Wood seconded to adopt an ordinance establishing Neighborhood Revitalization Plan No. 7. Unanimous approval. Assigned Ordinance No. 2601

2. **Development Agreement between the City of Bonner Springs and EMAP KC, LLC Related to the 118th and State STAR Bond District** - Gurley moved and Shannon seconded to adopt a resolution, including edits to section 3, approving a development agreement between the City of Bonner Springs and EMAP KC, LLC related to the 118th and State STAR Bond District, and authorize the mayor to execute the agreement. Unanimous Approval. Assigned Resolution No. 2025-08.
   Greg Kindle, Wyandotte Economic Council, voiced his support of the project.
   Glen Bilbo, EMAP KC, LLC, and Marc Abbott, Polsinelli, answered questions about the project.

3. **Audit Contract 2025 & 2026 Fiscal Years** - Shannon moved and Reeves seconded to approve a two-year contract extension with Gordon CPA to perform audit services for the City for Fiscal Years 2025 and 2026 in the amount of $17,375 and $17,985 respectively. If a single audit is required, the fee will be $3,700 per major program. Unanimous approval.

4. **Award Bid - Aquatic Park Conditions Assessment** - Wood moved and McMahan seconded, to award the contract for the Aquatic Park Conditions Assessment to Counsilman-Hunsaker in the amount of $14,400. Unanimous approval.

5. **Approve Change Order and Final Payment of the 2025 Concrete Project** - Blanks moved and McMahan seconded, to approve Change Order No.1 (final) with Celtic Concrete in the amount of $33,540, revising the total contract amount for the 2025 Concrete Project to $135,455 and approve final payment. Unanimous approval.

6. **Interlocal Agreement with the Unified Government for Resident Access to Waste Services and Events** – Shannon moved and Reeves seconded, to authorize the City Manager to execute an interlocal agreement with the Unified Government for waste services and events. Unanimous approval.

REPORTS

City Manager's Report – The staff in-service was well attended. Thanked the Governing Body for allowing to close City offices, and thanked Carrie Handy and employees for their work.

The Department of Motor Vehicles satellite office in City Hall is opening Thursday. It will be open Mondays and Thursdays from 8a.m. - 4:30p.m. for registration renewals. The plan is to install a drop box in the future as well.

1. **City Council Items**
   - Blanks asked if there will be a ribbon cutting for the DMV satellite office and thanked Commissioner Stites for his work on getting the office opened. Blanks thanked the assistant city manager for coordinating today's in-service. The chamber newsletter went out today. Blanks asked everyone to read it and let her know if you have items you want included in the newsletter. She thanked Edwardsville for hosting the most recent luncheon.
   - McMahan stated he went to the Farmers' Market on Saturday and believes the restroom conversation is warranted. McMahan stated the CST Sweets ribbon cutting was phenomenal and the Chamber does a fantastic job. HE thanked Public Works for the new sidewalk work on Cedar and states the Centennial Park gazebo needs new shingles.

- Gurley asked if the city is getting close to the ideal water hardness. The Public Works Director stated it will fluctuate some, but the city is pretty close to the goal. Gurley stated 138th St. at Morse and Grove should open this week.
- Shannon – stated he appreciates everyone's hard work and thanked staff for inviting the Mayor and Council President to the in-service.

Mayor's Report – The Mayor reported QuikTrip will be opening about the end of November.

ADJOURNMENT – Gurley moved and Blanks seconded to adjourn the City Council meeting at 9:27 p.m. Unanimous approval.

_____________________________ Christina Brake, City Clerk

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From:

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 regular claims for City operations in the amount of $684,986.49.

Discussion:

Financial Impact:

Check Register

Bonner Springs, KS

Packet: APPKT01018 - 10-21-2025 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						
6515	911 CUSTOM LLC	10/21/2025	Regular	0.00	1,779.14	157353
11999	ALL COPY PRODUCTS INC	10/21/2025	Regular	0.00	472.74	157354
10078	AMAZON CAPITAL SERVICES INC	10/21/2025	Regular	0.00	1,963.86	157355
2953	AMBER VOGAN	10/21/2025	Regular	0.00	1,175.70	157356
11959	AMERICAN DIGITAL SECURITY LLC	10/21/2025	Regular	0.00	1,094.73	157357
7449	APEX ENVIROTECH, INC.	10/21/2025	Regular	0.00	2,946.00	157358
3303	ASPHALT SALES CO INC	10/21/2025	Regular	0.00	1,415.69	157359
11698	AT&T	10/21/2025	Regular	0.00	602.64	157360
2470	ATMOS ENERGY	10/21/2025	Regular	0.00	446.59	157361
9842	AUTOZONE	10/21/2025	Regular	0.00	529.38	157362
7514	AXIOM INSTRUMENTATION SERVICE	10/21/2025	Regular	0.00	1,125.00	157363
6536	BANKCARD PROCESSING CENTER	10/21/2025	Regular	0.00	18,228.81	157364
	Void	10/21/2025	Regular	0.00	0.00	157365
13061	BERKEL & COMPANY CONTRACTORS	10/21/2025	Regular	0.00	437.88	157366
2798	BONNER SPRINGS AUTO REPAIR LLC	10/21/2025	Regular	0.00	988.94	157367
12623	BRAVO ZULU LABS LLC	10/21/2025	Regular	0.00	109.00	157368
13056	CAROLINE HARRIS	10/21/2025	Regular	0.00	100.00	157369
13041	CELTIC CONCRETE LLC	10/21/2025	Regular	0.00	135,455.00	157370
11793	CHARTER COMMUNICATIONS HOLDI	10/21/2025	Regular	0.00	256.98	157371
13014	CHIMNEY RESTORATION OF KANSAS	10/21/2025	Regular	0.00	7,593.04	157372
13062	CHRIS CAREY	10/21/2025	Regular	0.00	150.00	157373
10027	CINTAS	10/21/2025	Regular	0.00	671.70	157374
11655	CINTAS CORPORATION NO 2	10/21/2025	Regular	0.00	100.00	157375
12681	COLEMAN EQUIPMENT INC	10/21/2025	Regular	0.00	345.00	157376
10136	COMPLIANCEONE	10/21/2025	Regular	0.00	357.96	157377
12711	CONLEY SITEWORK & UTILITIES INC	10/21/2025	Regular	0.00	130,000.00	157378
12725	CONRAD FIRE EQUIPMENT INC	10/21/2025	Regular	0.00	21,722.57	157379
11987	COOL HEAT KC LLC	10/21/2025	Regular	0.00	83,503.00	157380
12689	CORE & MAIN LP	10/21/2025	Regular	0.00	10,795.50	157381
7487	CULLUM & BROWN OF KANSAS CITY	10/21/2025	Regular	0.00	455.71	157382
12018	CYNTOX LLC	10/21/2025	Regular	0.00	53.90	157383
12684	DEFFENBAUGH INDUSTRIES INC	10/21/2025	Regular	0.00	466.99	157384
12684	DEFFENBAUGH INDUSTRIES INC	10/21/2025	Regular	0.00	40,255.18	157385
10609	DLS TIRE CENTERS INC	10/21/2025	Regular	0.00	5,219.50	157386
11899	EASY ICE, LLC	10/21/2025	Regular	0.00	140.00	157387
11557	ELECTRONIC CONTRACTING COMPA	10/21/2025	Regular	0.00	7,809.45	157388
4342	FELDMANS	10/21/2025	Regular	0.00	707.77	157389
7858	GALLS LLC	10/21/2025	Regular	0.00	2,145.54	157390
1942	GRASS PAD INC	10/21/2025	Regular	0.00	183.60	157391
12160	GUARDIAN SECURITY SYSTEMS INC	10/21/2025	Regular	0.00	178.95	157392
12686	HANNA RUBBER CO	10/21/2025	Regular	0.00	81.32	157393
1089	HAWKINS INC	10/21/2025	Regular	0.00	19,058.54	157394
4275	HAYNES EQUIPMENT CO INC	10/21/2025	Regular	0.00	5,969.36	157395
3078	HD SUPPLY INC	10/21/2025	Regular	0.00	1,390.90	157396
12690	HOLLIDAY SAND AND GRAVEL CO	10/21/2025	Regular	0.00	10,280.88	157397
13059	HOUNDTOWNE, INC	10/21/2025	Regular	0.00	4.00	157398
1021	JACKSON SERVICE CENTER INC	10/21/2025	Regular	0.00	286.00	157399
10049	KANSAS HEALTH & ENVIRONMENTA	10/21/2025	Regular	0.00	922.00	157400
10555	KBI LAB	10/21/2025	Regular	0.00	800.00	157401
11728	LABAN CONTRACTING LLC	10/21/2025	Regular	0.00	400.00	157402
3030	LEAGUE OF KANSAS MUNICIPALITIES	10/21/2025	Regular	0.00	185.00	157403
8009	LIFE-ASSIST, INC	10/21/2025	Regular	0.00	1,530.01	157404
12881	LK POWER SYSTEMS LLC	10/21/2025	Regular	0.00	6,917.00	157405
1836	LOWE'S CREDIT SERVICES	10/21/2025	Regular	0.00	273.44	157406

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
9879	MAINSTREET CREDIT UNION	10/21/2025	Regular	0.00	865.00	157407
13032	MAPS INC	10/21/2025	Regular	0.00	3.45	157408
8001	MIDWEST PUBLIC RISK	10/21/2025	Regular	0.00	108,128.00	157409
6849	MJV-A LLC	10/21/2025	Regular	0.00	76.09	157410
3094	NORRIS EQUIPMENT CO LLC	10/21/2025	Regular	0.00	282.65	157411
12692	OLATHE WINWATER WORKS CO	10/21/2025	Regular	0.00	18,590.00	157412
12682	O'REILLY AUTOMOTIVE INC	10/21/2025	Regular	0.00	305.08	157413
3393	PACE ANALYTICAL SERVICES LLC	10/21/2025	Regular	0.00	773.00	157414
11541	PEREGRINE CORPORATION	10/21/2025	Regular	0.00	640.94	157415
3531	PERRY AND TRENT LLC	10/21/2025	Regular	0.00	112.00	157416
12674	PUSHWATER ENTERPRISES INC	10/21/2025	Regular	0.00	464.00	157417
10030	QUALITY SPEAKS LLC	10/21/2025	Regular	0.00	89.51	157418
8035	REEVES-WIEDEMAN COMPANY	10/21/2025	Regular	0.00	533.50	157419
13063	ROGER GARNER	10/21/2025	Regular	0.00	100.00	157420
13066	SAMANTHA HINKLE	10/21/2025	Regular	0.00	100.00	157421
12945	SBS SERVICES GROUP LLC	10/21/2025	Regular	0.00	1,120.00	157422
7485	SCHULTE SUPPLY INC	10/21/2025	Regular	0.00	538.00	157423
7934	SITEONE LANDSCAPE SUPPLY HOLDII	10/21/2025	Regular	0.00	1,033.88	157424
7670	STAPLES CONTRACT & COMMERCIAI	10/21/2025	Regular	0.00	538.11	157425
12883	Stock Enterprises, LLC	10/21/2025	Regular	0.00	2,076.81	157426
9824	STRYKER SALES LLC	10/21/2025	Regular	0.00	2,145.48	157427
12729	SUMNERONE INC	10/21/2025	Regular	0.00	535.00	157428
13065	TAMMY HOBBS	10/21/2025	Regular	0.00	100.00	157429
10879	TEUTONIC HOLDINGS LLC	10/21/2025	Regular	0.00	252.30	157430
5375	TG TECHNICAL SERVICES	10/21/2025	Regular	0.00	610.00	157431
12775	THE EMPLOYER'S RESOURCE LLC	10/21/2025	Regular	0.00	800.00	157432
13067	TMCBC, LLC	10/21/2025	Regular	0.00	150.00	157433
2949	TOM STEPHENS	10/21/2025	Regular	0.00	282.10	157434
11556	U.S. BANK EQUIPMENT FINANCE	10/21/2025	Regular	0.00	328.43	157435
11386	UNIFIED GOVERNMENT TREASURER	10/21/2025	Regular	0.00	2,915.50	157436
4137	UNIVERSITY OF KANSAS HOSPITAL A	10/21/2025	Regular	0.00	110.00	157437
12998	VITAL RECORDS HOLDINGS, LLC	10/21/2025	Regular	0.00	62.35	157438
2169	WALMART	10/21/2025	Regular	0.00	226.00	157439
2043	WEIS FIRE & SAFETY EQUIPMENT	10/21/2025	Regular	0.00	1,036.75	157440
1321	WESTLAKE HARDWARE	10/21/2025	Regular	0.00	276.37	157441
12658	WHITE LAWN & LANDSCAPE LLC	10/21/2025	Regular	0.00	450.00	157442
10108	WILKERSON CRANE RENTAL INC	10/21/2025	Regular	0.00	985.60	157443
8411	WILSON & COMPANY INC ENGINEER	10/21/2025	Regular	0.00	7,268.70	157444

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	214	91	0.00	684,986.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	214	**92**	**0.00**	**684,986.49**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2025	684,986.49
			684,986.49

Expense Approval Report
By Vendor Name

Bonner Springs, KS

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6515 - 911 CUSTOM LLC				
911 CUSTOM LLC	62218	10/21/2025	#73 Tracer side lights	1,779.14
			Vendor 6515 - 911 CUSTOM LLC Total:	**1,779.14**
Vendor: 11999 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	39936272	10/21/2025	Postage Meter Rental- Sept 2025	223.37
ALL COPY PRODUCTS INC	40162331	10/21/2025	Postage Meter Rental	249.37
			Vendor 11999 - ALL COPY PRODUCTS INC Total:	**472.74**
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	11JY-TPJ6-CVJN	10/21/2025	Misc items for biometric fair and professional day	61.13
AMAZON CAPITAL SERVICES I...	19VF-YRGM-9CK1	10/21/2025	Misc office supplies	38.90
AMAZON CAPITAL SERVICES I...	19WC-PQ6P-FHD4	10/21/2025	Ice scoop & hanger	38.89
AMAZON CAPITAL SERVICES I...	19WC-PQ6P-FHD4	10/21/2025	Tablet case & screen protector, misc office suppli	76.18
AMAZON CAPITAL SERVICES I...	19WC-PQ6P-FHD4	10/21/2025	Floor squeegee- WTP	25.99
AMAZON CAPITAL SERVICES I...	1DPQ-2P1K-DNQQ	10/21/2025	3 poster frames	34.19
AMAZON CAPITAL SERVICES I...	1FDP-TJTH-K4VJ	10/21/2025	Candy Story Trail	548.76
AMAZON CAPITAL SERVICES I...	1FYQ-911R-DTJL	10/21/2025	Misc item for biometric fair & professional day	260.67
AMAZON CAPITAL SERVICES I...	1PMM-PXMQ-CJKF	10/21/2025	Supplies for first aid kit	8.21
AMAZON CAPITAL SERVICES I...	1PMM-PXMQ-CJKF	10/21/2025	Misc office supplies	10.64
AMAZON CAPITAL SERVICES I...	1PMM-PXMQ-CJKF	10/21/2025	Suppies for first aid kit	8.21
AMAZON CAPITAL SERVICES I...	1PMM-PXMQ-CJKF	10/21/2025	Misc office supplies	52.47
AMAZON CAPITAL SERVICES I...	1RHM-VGRL-J17H	10/21/2025	Command strips, misc supplies	41.48
AMAZON CAPITAL SERVICES I...	1RHM-VGRL-J17H	10/21/2025	Protectors, USB extender, command strips	82.94
AMAZON CAPITAL SERVICES I...	1TGJ-NNWP-FXQM	10/21/2025	Computer Equip	184.98
AMAZON CAPITAL SERVICES I...	1TV1-RWD7-3WHL	10/21/2025	Expo Markers fro BINGOcize	18.98
AMAZON CAPITAL SERVICES I...	1WF4-TTD4-YCPY	10/21/2025	Laundry soap, kleenex	44.41
AMAZON CAPITAL SERVICES I...	1Y7J-49P3-3V96	10/21/2025	Computer Equip	162.98
AMAZON CAPITAL SERVICES I...	1YPV-YWLC-4JTG	10/21/2025	Hand sanitizer, coffee, wipes, battery	103.58
AMAZON CAPITAL SERVICES I...	332589	10/21/2025	Monthly Charges Random DOT	69.08
AMAZON CAPITAL SERVICES I...	332589	10/21/2025	Monthly Charges Random DOT	25.12
AMAZON CAPITAL SERVICES I...	332589	10/21/2025	Monthly Charges Random DOT	25.12
AMAZON CAPITAL SERVICES I...	332589	10/21/2025	Monthly Charges Random DOT	6.28
AMAZON CAPITAL SERVICES I...	iKLC-C1GY-4PHC	10/21/2025	Popcorn & oil for Senior Ctr Activities	34.67
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	**1,963.86**
Vendor: 2953 - AMBER VOGAN				
AMBER VOGAN	0005682	10/21/2025	Refund Insurance (OGLI)	1,175.70
			Vendor 2953 - AMBER VOGAN Total:	**1,175.70**
Vendor: 11959 - AMERICAN DIGITAL SECURITY LLC				
AMERICAN DIGITAL SECURITY ...	INV0045168	10/21/2025	ADS Service	1,094.73
			Vendor 11959 - AMERICAN DIGITAL SECURITY LLC Total:	**1,094.73**
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001 Aug 2025	10/21/2025	Rise Bakery Sampling- Aug 2025	2,946.00
			Vendor 7449 - APEX ENVIROTECH, INC. Total:	**2,946.00**
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	161100	10/21/2025	Asphalt- Street Patching	474.96
ASPHALT SALES CO INC	161129	10/21/2025	Asphalt- Street Patching	473.23

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ASPHALT SALES CO INC	161156	10/21/2025	Asphalt- Street Patching	467.50
			Vendor 3303 - ASPHALT SALES CO INC Total:	**1,415.69**
Vendor: 11698 - AT&T				
AT&T	6728358010	10/21/2025	Fiber Optics Service 10/11/25 - 11/10/25	200.88
AT&T	6728358010	10/21/2025	Fiber Optics Service 10/11/25 - 11/10/25	200.88
AT&T	6728358010	10/21/2025	Fiber Optics Service 10/11/25 - 11/10/25	200.88
			Vendor 11698 - AT&T Total:	**602.64**
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0005681-October	10/21/2025	Gas Service -	88.16
ATMOS ENERGY	0005681-October	10/21/2025	Gas Service -	239.15
ATMOS ENERGY	0005681-October	10/21/2025	Gas Service -	4.90
ATMOS ENERGY	3066672954-Nov	10/21/2025	Gas Service 9/19/25-10/17/25	114.38
			Vendor 2470 - ATMOS ENERGY Total:	**446.59**
Vendor: 9842 - AUTOZONE				
AUTOZONE	3784100779	10/21/2025	55 gal drum motor oil- PW Shop	529.38
			Vendor 9842 - AUTOZONE Total:	**529.38**
Vendor: 7514 - AXIOM INSTRUMENTATION SERVICES				
AXIOM INSTRUMENTATION S...	20-2649	10/21/2025	Calibration 3 open channel flowmeters @ WWTP	1,125.00
			Vendor 7514 - AXIOM INSTRUMENTATION SERVICES Total:	**1,125.00**
Vendor: 6536 - BANKCARD PROCESSING CENTER				
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	37.80
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	31.50
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Front Lobby TV	81.00
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	12.60
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	56.70
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Flight chage - come back one day earlier WYEDC	11.98
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Dept Head Meeting	165.18
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Lunch during interviews	63.54
BANKCARD PROCESSING CEN...	0005819	10/21/2025	ChatGPT- Subscription Fee	20.00
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	31.50
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Constant Contact- Subscription Fee- Annual	1,009.80
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Barlow Monitors & Adapters	219.96
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	18.90
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Meirand Monitors	199.98
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	170.10
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS STANDARD EAMIL ACCTS-FIRE	109.28
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Fire Adapters	19.98
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	18.90
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	56.70
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	163.80
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Police Flash Drives	34.98
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	81.90
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	18.90
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	31.50
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	31.50
BANKCARD PROCESSING CEN...	0005819	10/21/2025	Althouse Monitors & Adapters	239.94
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	12.60
BANKCARD PROCESSING CEN...	0005819	10/21/2025	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0005820	10/21/2025	KS Gov- Registration 2026 F750VID#2506 - 537	29.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN…	0005820	10/21/2025	Cenex-Wood Oil Diesel fuel for WWTP generator	129.00
BANKCARD PROCESSING CEN…	0005820	10/21/2025	Send in 3 water meter to verify accuracy	106.98
BANKCARD PROCESSING CEN…	0005820	10/21/2025	KTA- Toll charges ttring Emporia & Topeka KWEA	43.22
BANKCARD PROCESSING CEN…	0005820	10/21/2025	Lite-Netics - Holiday light strands PW Bldgs	180.00
BANKCARD PROCESSING CEN…	0005821	10/21/2025	JayHawk Trophy	30.00
BANKCARD PROCESSING CEN…	0005821	10/21/2025	Sherwin Williams	92.29
BANKCARD PROCESSING CEN…	0005821	10/21/2025	Fire Ninja Safety Equip	1,126.46
BANKCARD PROCESSING CEN…	0005821	10/21/2025	Walmart-	104.50
BANKCARD PROCESSING CEN…	0005821	10/21/2025	Walmart-	114.17
BANKCARD PROCESSING CEN…	0005821	10/21/2025	Credit Walmart	-114.17
BANKCARD PROCESSING CEN…	0005822	10/21/2025	Drinks fro Council Mayors Meeting	27.22
BANKCARD PROCESSING CEN…	0005822	10/21/2025	Catering for Council of Mayors Meeting-	322.50
BANKCARD PROCESSING CEN…	0005822	10/21/2025	Visat Printing- Business Cards Zeeb	35.99
BANKCARD PROCESSING CEN…	0005822	10/21/2025	Visat Printing- Business Cards Istas	26.98
BANKCARD PROCESSING CEN…	0005823	10/21/2025	Senior Kaw Valley Farms day trip lunch	11.79
BANKCARD PROCESSING CEN…	0005823	10/21/2025	Senior day trip lunch	13.00
BANKCARD PROCESSING CEN…	0005823	10/21/2025	Kaw Valley Farms vehicle pass	15.00
BANKCARD PROCESSING CEN…	0005823	10/21/2025	Senior day trip entry fee	87.00
BANKCARD PROCESSING CEN…	0005823	10/21/2025	Queeby- oct Snr gathering	300.00
BANKCARD PROCESSING CEN…	0005824	10/21/2025	UPS STORE DRONE PART SHIPMENT	15.80
BANKCARD PROCESSING CEN…	0005824	10/21/2025	PRI- RECORDS TRAINING HARRIS AND PATE	260.75
BANKCARD PROCESSING CEN…	0005824	10/21/2025	KDA- Shelter Licensing	335.00
BANKCARD PROCESSING CEN…	0005824	10/21/2025	KTA TOLLS	5.86
BANKCARD PROCESSING CEN…	0005824	10/21/2025	5.11 THOMAS UNIFOR…	95.00
BANKCARD PROCESSING CEN…	0005824	10/21/2025	5.11 - Rector Uniforms-Investigations	290.00
BANKCARD PROCESSING CEN…	0005824	10/21/2025	PACKTRACKBARERSTOCK PACKTRACK SUBSCRIPTION	140.00
BANKCARD PROCESSING CEN…	0005824	10/21/2025	K9 BADGES	251.65
BANKCARD PROCESSING CEN…	0005824	10/21/2025	Cloud City - Drone part replacement	74.89
BANKCARD PROCESSING CEN…	0005824	10/21/2025	RANGE SUPPLIES	106.78
BANKCARD PROCESSING CEN…	0005824	10/21/2025	DRONE REPAIRS AND SHIPMENT	244.00
BANKCARD PROCESSING CEN…	0005825	10/21/2025	K-TAG	3.36
BANKCARD PROCESSING CEN…	0005825	10/21/2025	PARKING SPOT	53.24
BANKCARD PROCESSING CEN…	0005825	10/21/2025	KSFFA WICHITA HOT	800.00
BANKCARD PROCESSING CEN…	0005826	10/21/2025	KSU- PESTICIDE APPLICATOR TRAINING COURSE-Z.GRAHAM	80.00
BANKCARD PROCESSING CEN…	0005826	10/21/2025	2 REPLACEMENT TREES CENTENNIAL PARK	399.98
BANKCARD PROCESSING CEN…	0005826	10/21/2025	NEW TIRES BALL FIELD CHALKER	55.96
BANKCARD PROCESSING CEN…	0005827	10/21/2025	M, LUBE, OIL FILTER CHANGE VID#532	580.47
BANKCARD PROCESSING CEN…	0005827	10/21/2025	STREET PLATE LIFTING TOOL-DIS MAINT	625.44
BANKCARD PROCESSING CEN…	0005827	10/21/2025	CREDIT- REFUND GREASE GUN DUE TO TAX CHARGED	-21.88
BANKCARD PROCESSING CEN…	0005827	10/21/2025	GREASE GUN EQUIP MAINT	19.99
BANKCARD PROCESSING CEN…	0005827	10/21/2025	GREASE GUN EQUIP MAINT	21.88

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BANKCARD PROCESSING CEN…	0005827	10/21/2025	FOLEY EQUIP- GREASE CARD VID#401	172.10
BANKCARD PROCESSING CEN…	0005828	10/21/2025	DECORATIVE CONCRETE-ADA TILES SIDEWALKS	422.43
BANKCARD PROCESSING CEN…	0005829	10/21/2025	KPRA- ANNUAL MEMBESHIP FOR STAFF	600.00
BANKCARD PROCESSING CEN…	0005830	10/21/2025	ANNUAL FEE DIESEL FUEL STORAGE TANK	12.25
BANKCARD PROCESSING CEN…	0005830	10/21/2025	LIGHT SOCKET SPOLLS CITY BLDGS	1,060.00
BANKCARD PROCESSING CEN…	0005830	10/21/2025	LIGHT SOCKET SPOLLS CITY BLDGS	880.00
BANKCARD PROCESSING CEN…	0005831	10/21/2025	LIGHT SOCKET SPOLLS CITY BLDGS	1,060.00
BANKCARD PROCESSING CEN…	0005832	10/21/2025	HOTEL CREDITWAS CHARGED SALES TAX	-19.58
BANKCARD PROCESSING CEN…	0005832	10/21/2025	MARC-PLANNERS ROUNDTABLE LUNCHEON	20.00
BANKCARD PROCESSING CEN…	0005832	10/21/2025	KACE STITES KACE CONFERENCE	596.64
BANKCARD PROCESSING CEN…	0005833	10/21/2025	OVERLIMIT FEE- APPROVED BY AMBER	35.00
BANKCARD PROCESSING CEN…	0005833	10/21/2025	WELLNESS GIVEAWAYS 10/13 & 10/14	225.00
BANKCARD PROCESSING CEN…	0005833	10/21/2025	WELLNESS GIVEAWAYS 10/13 & 10/14	98.95
BANKCARD PROCESSING CEN…	0005833	10/21/2025	POSTAGE TOURISM	10.34
BANKCARD PROCESSING CEN…	0005833	10/21/2025	4 ALL PROMOS- PENS & TOURISM ITEMS	1,194.20
BANKCARD PROCESSING CEN…	0005834	10/21/2025	AID ANIMAL HOSP- CREDIT	-24.12
BANKCARD PROCESSING CEN…	0005834	10/21/2025	ARROWHEAD FORENSICS- DRUG TEST KITS	78.38
BANKCARD PROCESSING CEN…	0005835	10/21/2025	HULU	96.13
BANKCARD PROCESSING CEN…	0005835	10/21/2025	WALMART	14.78
BANKCARD PROCESSING CEN…	0005835	10/21/2025	WALMART	167.15
BANKCARD PROCESSING CEN…	0005836	10/21/2025	STORY TRAIL SUPPLIES	9.98
BANKCARD PROCESSING CEN…	0005836	10/21/2025	STORY TRAIL SUPPLIES	20.45
BANKCARD PROCESSING CEN…	0005836	10/21/2025	STORY TRAIL SUPPLIES	20.50
BANKCARD PROCESSING CEN…	0005836	10/21/2025	FOREVER FIT SUPPLIES	98.55
BANKCARD PROCESSING CEN…	0005837	10/21/2025	SHARP CONFERENCE	75.00
BANKCARD PROCESSING CEN…	0005838	10/21/2025	INTERNET SECURITY	90.00
BANKCARD PROCESSING CEN…	0005838	10/21/2025	EVIDENCE LOCKER MAINT	695.00
BANKCARD PROCESSING CEN…	0005838	10/21/2025	INVESTIGATIONS CAMERA SERVICE	9.00
BANKCARD PROCESSING CEN…	0005838	10/21/2025	ADOBE- CREDIT VOUCHER	-17.99
BANKCARD PROCESSING CEN…	0005838	10/21/2025	AT&T AC INTERNET	74.90
BANKCARD PROCESSING CEN…	0005838	10/21/2025	DEFFENBAUGH AC DUMPSTER	129.26
BANKCARD PROCESSING CEN…	0005838	10/21/2025	AC DRY SUIT	450.00
BANKCARD PROCESSING CEN…	CM0000517	10/21/2025	BEETS VISA CREDIT KIRBY SMITH MACHINERY TAX	-214.48
			Vendor 6536 - BANKCARD PROCESSING CENTER Total:	**18,228.81**
Vendor: 13061 - BERKEL & COMPANY CONTRACTORS, INC				
BERKEL & COMPANY CONTRA…	0005702	10/21/2025	Tax refund c recv from WYCO B.S. on deed IRB 2030	437.88
			Vendor 13061 - BERKEL & COMPANY CONTRACTORS, INC Total:	**437.88**
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPA…	30882	10/21/2025	4 new tires; oil & filter change VID#521	877.74
BONNER SPRINGS AUTO REPA…	30956	10/21/2025	Oil & filter change VID# 527	111.20
			Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:	**988.94**
Vendor: 12623 - BRAVO ZULU LABS LLC				
BRAVO ZULU LABS LLC	1627	10/21/2025	5 panel Ediger, S	32.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BRAVO ZULU LABS LLC	1627	10/21/2025	5 panel Brake, C	32.00
BRAVO ZULU LABS LLC	1627	10/21/2025	BAT- Brake, C	45.00
			Vendor 12623 - BRAVO ZULU LABS LLC Total:	**109.00**
Vendor: 13056 - CAROLINE HARRIS				
CAROLINE HARRIS	91301433-1	10/21/2025	Refund Deposit - South Park 10/04/2025	150.00
CAROLINE HARRIS	91301433-1	10/21/2025	Partial Refund Deposit - left leaking trash in bld	-50.00
			Vendor 13056 - CAROLINE HARRIS Total:	**100.00**
Vendor: 13041 - CELTIC CONCRETE LLC				
CELTIC CONCRETE LLC	1234	10/21/2025	Change Order #1 for 2025 Concrete Program	135,455.00
			Vendor 13041 - CELTIC CONCRETE LLC Total:	**135,455.00**
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC				
CHARTER COMMUNICATIONS…	152146701101425	10/21/2025	FD Internet Services 10/14/25-11/13/25	256.98
			Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:	**256.98**
Vendor: 13014 - CHIMNEY RESTORATION OF KANSAS CITY, INC				
CHIMNEY RESTORATION OF K…	0005687	10/21/2025	Scaffolding rental 9/22/25 - 10/22/2025	3,796.52
CHIMNEY RESTORATION OF K…	0005687	10/21/2025	Scaffolding rental - 10/22/25 - 11/22/25	3,796.52
			Vendor 13014 - CHIMNEY RESTORATION OF KANSAS CITY, INC Total:	**7,593.04**
Vendor: 13062 - CHRIS CAREY				
CHRIS CAREY	95648101	10/21/2025	Refund deposit - South Park 10/15/25	150.00
			Vendor 13062 - CHRIS CAREY Total:	**150.00**
Vendor: 11655 - CINTAS CORPORATION NO 2				
CINTAS CORPORATION NO 2	OF58080653	10/21/2025	Alarm Monitoring	100.00
			Vendor 11655 - CINTAS CORPORATION NO 2 Total:	**100.00**
Vendor: 10027 - CINTAS				
CINTAS	4245391991	10/21/2025	Floor & scraper mats- PW Main Bldg	71.49
CINTAS	4245392095	10/21/2025	Floor & scraper mats-WTP	108.82
CINTAS	4245392098	10/21/2025	Floor & scraper mats - WTTP	47.86
CINTAS	4246104042	10/21/2025	Misc Supplies	215.36
CINTAS	4246842930	10/21/2025	Floor & Scraper Mats - PW Main bldg	71.49
CINTAS	4246842949	10/21/2025	Floor & Scraper Mats - WTTP	47.86
CINTAS	4246843007	10/21/2025	Floor & Scraper Mats -WTP	108.82
			Vendor 10027 - CINTAS Total:	**671.70**
Vendor: 12681 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	100-40883	10/21/2025	Rental - 30' aerator for soccer fields	345.00
			Vendor 12681 - COLEMAN EQUIPMENT INC Total:	**345.00**
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	332590	10/21/2025	Monthly Charges & Random Non Dot	219.80
COMPLIANCEONE	332590	10/21/2025	Monthly Charges & Random Non Dot	138.16
			Vendor 10136 - COMPLIANCEONE Total:	**357.96**
Vendor: 12711 - CONLEY SITEWORK & UTILITIES INC				
CONLEY SITEWORK & UTILITIE…	Paymentt 11	10/21/2025	Change Order #1 for additional waterline replace	130,000.00
			Vendor 12711 - CONLEY SITEWORK & UTILITIES INC Total:	**130,000.00**
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	581893	10/21/2025	Harness for water can	130.94
CONRAD FIRE EQUIPMENT INC	582451	10/21/2025	Fire hose & adapters	2,383.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CONRAD FIRE EQUIPMENT INC	582479	10/21/2025	Fire PPE boots	928.00
CONRAD FIRE EQUIPMENT INC	582499	10/21/2025	Fire hose and adapters	2,383.48
CONRAD FIRE EQUIPMENT INC	582758	10/21/2025	Fire hose adapters	1,113.28
CONRAD FIRE EQUIPMENT INC	583164	10/21/2025	Seek thermal imager	3,090.00
CONRAD FIRE EQUIPMENT INC	584224-1	10/21/2025	Freight	58.03
CONRAD FIRE EQUIPMENT INC	584394	10/21/2025	Repair bunker gear	78.98
CONRAD FIRE EQUIPMENT INC	584395	10/21/2025	repair bunker gear	118.51
CONRAD FIRE EQUIPMENT INC	587310	10/21/2025	Structural Firefighter PPE - Boots	1,485.00
CONRAD FIRE EQUIPMENT INC	587314	10/21/2025	Repairs Truck 91	9,952.87
			Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:	**21,722.57**
Vendor: 11987 - COOL HEAT KC LLC				
COOL HEAT KC LLC	6604	10/21/2025	Crane Rental	1,650.00
COOL HEAT KC LLC	6604	10/21/2025	20 ton HVAC rooftop unit	39,468.00
COOL HEAT KC LLC	6604	10/21/2025	17.5 ton HVAC rooftop unit	38,257.00
COOL HEAT KC LLC	6604	10/21/2025	Curb Adapter	2,560.00
COOL HEAT KC LLC	6604	10/21/2025	Electrical Disconnect	1,568.00
			Vendor 11987 - COOL HEAT KC LLC Total:	**83,503.00**
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	CM0000510	10/21/2025	Credit- Return all hole saw bits from X713628	-113.05
CORE & MAIN LP	X713628	10/21/2025	5-5/8" hole saw bits; 5 7/8" hole saw bits	113.05
CORE & MAIN LP	X793755	10/21/2025	Test bench adapters meter test- Dist Maint	135.00
CORE & MAIN LP	X821677	10/21/2025	Maint parts for gate valve installation	308.20
CORE & MAIN LP	X869181	10/21/2025	Dist Maint Parts	70.00
CORE & MAIN LP	X869502	10/21/2025	Backflow prevention device soccer field-backup inv	1,675.66
CORE & MAIN LP	X895642	10/21/2025	Gate valve for hydrant replacement @ 205 Locust	944.61
CORE & MAIN LP	X912442	10/21/2025	3/4' & 1" hole saw bits	30.71
CORE & MAIN LP	X927226	10/21/2025	Parts for valve replacement S Water Twr	7,631.32
			Vendor 12689 - CORE & MAIN LP Total:	**10,795.50**
Vendor: 7487 - CULLUM & BROWN OF KANSAS CITY INC				
CULLUM & BROWN OF KANSA...	3066947	10/21/2025	Case of blower oil- WWTP	455.71
			Vendor 7487 - CULLUM & BROWN OF KANSAS CITY INC Total:	**455.71**
Vendor: 12018 - CYNTOX LLC				
CYNTOX LLC	317139	10/21/2025	Hazardous Waste	53.90
			Vendor 12018 - CYNTOX LLC Total:	**53.90**
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	625.00
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	117.30
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	141.80
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	50.00
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	53.27
DEFFENBAUGH INDUSTRIES I...	0052935-2754-4	10/21/2025	Dumpster Service - Multiple	224.32
DEFFENBAUGH INDUSTRIES I...	8822591-4858-4	10/21/2025	Service 40 yd dumpster- PW 9/24/25	466.99
DEFFENBAUGH INDUSTRIES I...	8916834-4858-5	10/21/2025	September 2025 Refuse Service	38,929.08
DEFFENBAUGH INDUSTRIES I...	8916834-4858-5	10/21/2025	Extra Bag Stickers	400.00
DEFFENBAUGH INDUSTRIES I...	CM0000514	10/21/2025	Dumpster Service - Consolidated Credit	-285.59
			Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:	**40,722.17**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10609 - DLS TIRE CENTERS INC				
DLS TIRE CENTERS INC	6950113599	10/21/2025	5 tires - Case 521E Loader VID#550	5,219.50
			Vendor 10609 - DLS TIRE CENTERS INC Total:	**5,219.50**
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	1803059	10/21/2025	Ice machine rental - Oct 2025	140.00
			Vendor 11899 - EASY ICE, LLC Total:	**140.00**
Vendor: 11557 - ELECTRONIC CONTRACTING COMPANY				
ELECTRONIC CONTRACTING C...	77786	10/21/2025	Misc Service call & reset of system	6,570.45
ELECTRONIC CONTRACTING C...	78549	10/21/2025	Battery Replacement	367.50
ELECTRONIC CONTRACTING C...	78550	10/21/2025	Callbill - fixed	871.50
			Vendor 11557 - ELECTRONIC CONTRACTING COMPANY Total:	**7,809.45**
Vendor: 4342 - FELDMANS				
FELDMANS	326264	10/21/2025	Misc hardware- PW Shop	12.99
FELDMANS	326396	10/21/2025	Fiber guard & anchor pins reseed- KS Ave project	429.89
FELDMANS	326399	10/21/2025	Grass seed & marking paint - Cemetery	91.97
FELDMANS	326403	10/21/2025	Pellet Bedding	34.95
FELDMANS	326409	10/21/2025	Replacement chainsaw bar & chains	137.97
			Vendor 4342 - FELDMANS Total:	**707.77**
Vendor: 7858 - GALLS LLC				
GALLS LLC	32677601	10/21/2025	Polo's	342.58
GALLS LLC	32698963	10/21/2025	Boots & Pants	1,586.09
GALLS LLC	32707281	10/21/2025	S/S Tee Shirts	96.40
GALLS LLC	32708329	10/21/2025	Woman's Tactic Shoe	120.47
			Vendor 7858 - GALLS LLC Total:	**2,145.54**
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	544873	10/21/2025	Top soil for Center, Centennial, & Lions Pk Maint	91.80
GRASS PAD INC	544933	10/21/2025	Top soil Kelly Murphy Park	91.80
			Vendor 1942 - GRASS PAD INC Total:	**183.60**
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS..	16674036	10/21/2025	Alarm System- PW Bldg	89.48
GUARDIAN SECURITY SYSTEMS..	16674036	10/21/2025	Alarm System- WWTP	89.47
			Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:	**178.95**
Vendor: 12686 - HANNA RUBBER CO				
HANNA RUBBER CO	30014014	10/21/2025	Misc part for WWTP repair	81.32
			Vendor 12686 - HANNA RUBBER CO Total:	**81.32**
Vendor: 1089 - HAWKINS INC				
HAWKINS INC	7217796	10/21/2025	WTP treatment chemicals	6,515.63
HAWKINS INC	7217797	10/21/2025	WTP	2,996.40
HAWKINS INC	7218045	10/21/2025	WTP treatment chemicals	9,546.51
			Vendor 1089 - HAWKINS INC Total:	**19,058.54**
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	31007E	10/21/2025	Replacement grinder pump&Pit 13512 Heritage Dr	5,969.36
			Vendor 4275 - HAYNES EQUIPMENT CO INC Total:	**5,969.36**
Vendor: 3078 - HD SUPPLY INC				
HD SUPPLY INC	INV848234	10/21/2025	Lab supplies - WWTP	1,390.90
			Vendor 3078 - HD SUPPLY INC Total:	**1,390.90**
Vendor: 12690 - HOLLIDAY SAND AND GRAVEL CO				
HOLLIDAY SAND AND GRAVEL...	1500807235	10/21/2025	Rock - Streets & ROW maint	497.05
HOLLIDAY SAND AND GRAVEL...	1500812001	10/21/2025	Rock- Dist Maint	1,634.67
HOLLIDAY SAND AND GRAVEL...	1500813707	10/21/2025	AB-3 for VSB Project	6,345.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HOLLIDAY SAND AND GRAVEL...	1500814318	10/21/2025	AB-3 for VSB Project	1,803.32
			Vendor 12690 - HOLLIDAY SAND AND GRAVEL CO Total:	**10,280.88**
Vendor: 13059 - HOUNDTOWNE, INC				
HOUNDTOWNE, INC	52264	10/21/2025	Software Fee	4.00
			Vendor 13059 - HOUNDTOWNE, INC Total:	**4.00**
Vendor: 1021 - JACKSON SERVICE CENTER INC				
JACKSON SERVICE CENTER INC	208389	10/21/2025	Propane - PW Shop	286.00
			Vendor 1021 - JACKSON SERVICE CENTER INC Total:	**286.00**
Vendor: 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES				
KANSAS HEALTH & ENVIRON...	74894	10/21/2025	Analytical Services AWter July - Sept 2025	922.00
			Vendor 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES Total:	**922.00**
Vendor: 10555 - KBI LAB				
KBI LAB	0005700	10/21/2025	Lab Fee - Phillip Lutes	400.00
KBI LAB	0005701	10/21/2025	Lab Fee - Armenta, Christopher	400.00
			Vendor 10555 - KBI LAB Total:	**800.00**
Vendor: 11728 - LABAN CONTRACTING LLC				
LABAN CONTRACTING LLC	INV20252001	10/21/2025	Pavilion- Farmers Market Port a let 8/20-9/16/25	200.00
LABAN CONTRACTING LLC	INV20252001	10/21/2025	Pavilion- Farmers Market Port a let- 9/17-10/14/25	200.00
			Vendor 11728 - LABAN CONTRACTING LLC Total:	**400.00**
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIP...	200016149	10/21/2025	KACM Fall Conference Registration 12/3-12/5/25	185.00
			Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:	**185.00**
Vendor: 8009 - LIFE-ASSIST, INC				
LIFE-ASSIST, INC	1646380	10/21/2025	Medical Supplies	609.10
LIFE-ASSIST, INC	1647827	10/21/2025	Medical supplies	864.35
LIFE-ASSIST, INC	1648141	10/21/2025	Medical supplies	56.56
			Vendor 8009 - LIFE-ASSIST, INC Total:	**1,530.01**
Vendor: 12881 - LK POWER SYSTEMS LLC				
LK POWER SYSTEMS LLC	170	10/21/2025	Load test - WTP Generator	1,500.00
LK POWER SYSTEMS LLC	171	10/21/2025	Load test - PW Maing Bldg/Well #1 Generator	475.00
LK POWER SYSTEMS LLC	172	10/21/2025	Load test - Well Field 4 & 6 Generator	627.00
LK POWER SYSTEMS LLC	173	10/21/2025	Load test - Fire Dept Generator	441.00
LK POWER SYSTEMS LLC	174	10/21/2025	Load test - Lift Station #2 generator	521.00
LK POWER SYSTEMS LLC	175	10/21/2025	Load test -Lift Station #4 Generator	385.00
LK POWER SYSTEMS LLC	176	10/21/2025	Load test - Lift Station #9 Generator	545.00
LK POWER SYSTEMS LLC	177	10/21/2025	Load test - Water Towers/Booster Station Generator	468.00
LK POWER SYSTEMS LLC	178	10/21/2025	Load test - Lift Station #1 Generator	400.00
LK POWER SYSTEMS LLC	179	10/21/2025	3 peice lug/replacement kit PD Generator	250.00
LK POWER SYSTEMS LLC	180	10/21/2025	Load test- FD Generator	455.00
LK POWER SYSTEMS LLC	181	10/21/2025	Load test - WWTP Generator	850.00
			Vendor 12881 - LK POWER SYSTEMS LLC Total:	**6,917.00**
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	766540	10/21/2025	Paint for ACO Animal Shelter	243.12
LOWE'S CREDIT SERVICES	943100	10/21/2025	Elect boxes Emergency lights PW Shop	9.44

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
LOWE'S CREDIT SERVICES	943100	10/21/2025	32oxx double sided malletVID #480	20.88
			Vendor 1836 - LOWE'S CREDIT SERVICES Total:	**273.44**
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	10-24-2025	10/21/2025	Payroll for 10/24/205	865.00
			Vendor 9879 - MAINSTREET CREDIT UNION Total:	**865.00**
Vendor: 13032 - MAPS INC				
MAPS INC	584591	10/21/2025	Printer Costs 09/13/25-10/12/2025	3.45
			Vendor 13032 - MAPS INC Total:	**3.45**
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	1,890.00
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	13,215.64
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	445.02
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	157.60
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,446.98
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	1,378.20
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,665.50
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,471.08
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	19,088.16
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	2,034.60
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,771.08
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	29,286.64
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	7,939.18
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,941.22
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	4,941.22
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	709.00
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	801.90
MIDWEST PUBLIC RISK	Oct-2025	10/21/2025	FEBRUARY HEALTH, DENTAL & VISION INSURANCE	2,944.98
			Vendor 8001 - MIDWEST PUBLIC RISK Total:	**108,128.00**
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	0005683	10/21/2025	Cleaning Uniforms- Past Due Amounts	76.09
			Vendor 6849 - MJV-A LLC Total:	**76.09**
Vendor: 3094 - NORRIS EQUIPMENT CO LLC				
NORRIS EQUIPMENT CO LLC	85710	10/21/2025	Spare blades & parts grasshopper mowers	184.00
NORRIS EQUIPMENT CO LLC	85806	10/21/2025	Misc replacement grasshopper mowers	98.65
			Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:	**282.65**
Vendor: 12692 - OLATHE WINWATER WORKS CO				
OLATHE WINWATER WORKS ...	201068	10/21/2025	Opti head meter profiler	1,200.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
OLATHE WINWATER WORKS ...	207004-04	10/21/2025	Floor Drain System for Vehicle Storage Building	16,450.00
OLATHE WINWATER WORKS ...	207903	10/21/2025	3 adjustable wrenches - Dist Maint VID#528	335.00
OLATHE WINWATER WORKS ...	207993-01	10/21/2025	PVC 9600B 6X20 S40 - from closed REQ00509	605.00
			Vendor 12692 - OLATHE WINWATER WORKS CO Total:	**18,590.00**
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-419264	10/21/2025	Headache rack lights VID#521	119.47
O'REILLY AUTOMOTIVE INC	0264-419398	10/21/2025	Battery fro tilt trailer-VID#2409 (701)	90.72
O'REILLY AUTOMOTIVE INC	0264-419440	10/21/2025	Replacement fro faulty battery- VID #554 sweeper	288.12
O'REILLY AUTOMOTIVE INC	0264-420989	10/21/2025	DEF	63.96
O'REILLY AUTOMOTIVE INC	0264-421321	10/21/2025	#2501 spray paint	24.44
O'REILLY AUTOMOTIVE INC	0264-421644	10/21/2025	Oil for bus	6.49
O'REILLY AUTOMOTIVE INC	CM0000512-CM0264-419440	10/21/2025	Replacement faulty battery VID#553 sweeper	-288.12
			Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:	**305.08**
Vendor: 3393 - PACE ANALYTICAL SERVICES LLC				
PACE ANALYTICAL SERVICES L...	2560235848	10/21/2025	Monthly WWATP sampling	623.00
PACE ANALYTICAL SERVICES L...	2560236012	10/21/2025	Monthly WTP sampling	150.00
			Vendor 3393 - PACE ANALYTICAL SERVICES LLC Total:	**773.00**
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	0068051	10/21/2025	Sect 2 October Util Bills (902/871)	640.94
			Vendor 11541 - PEREGRINE CORPORATION Total:	**640.94**
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	5654	10/21/2025	Review easement for Mark Lee	112.00
			Vendor 3531 - PERRY AND TRENT LLC Total:	**112.00**
Vendor: 12674 - PUSHWATER ENTERPRISES INC				
PUSHWATER ENTERPRISES INC	22977	10/21/2025	UBT sponsorship banner 4'X8' mesh banner	136.00
PUSHWATER ENTERPRISES INC	23023	10/21/2025	Holiday promotional printing small bus efforts	328.00
			Vendor 12674 - PUSHWATER ENTERPRISES INC Total:	**464.00**
Vendor: 10030 - QUALITY SPEAKS LLC				
QUALITY SPEAKS LLC	187714-Oct	10/21/2025	Monthly Office Phone Service 9/27/25-10/27/25	89.51
			Vendor 10030 - QUALITY SPEAKS LLC Total:	**89.51**
Vendor: 8035 - REEVES-WIEDEMAN COMPANY				
REEVES-WIEDEMAN COMPANY	6650426	10/21/2025	Dist Maint repair parts for Westlink Bldg#1	533.50
			Vendor 8035 - REEVES-WIEDEMAN COMPANY Total:	**533.50**
Vendor: 13063 - ROGER GARNER				
ROGER GARNER	96218450	10/21/2025	Refund deposit - Sunflower Room 10/07/25	100.00
			Vendor 13063 - ROGER GARNER Total:	**100.00**
Vendor: 13066 - SAMANTHA HINKLE				
SAMANTHA HINKLE	95404398	10/21/2025	Refund deposit - Honeybee Room 10/11/25	100.00
			Vendor 13066 - SAMANTHA HINKLE Total:	**100.00**
Vendor: 12945 - SBS SERVICES GROUP LLC				
SBS SERVICES GROUP LLC	8025857	10/21/2025	Restroom cleaning @ Lions Park & N Park Oct 2025	1,120.00
			Vendor 12945 - SBS SERVICES GROUP LLC Total:	**1,120.00**
Vendor: 7485 - SCHULTE SUPPLY INC				
SCHULTE SUPPLY INC	S1234844.001	10/21/2025	1000 Locate marking flags-WW	269.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
SCHULTE SUPPLY INC	S1234844.001	10/21/2025	1000 Locate marking flags- Water	269.00
			Vendor 7485 - SCHULTE SUPPLY INC Total:	**538.00**
Vendor: 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC				
SITEONE LANDSCAPE SUPPLY …	159549625-001	10/21/2025	Grass seed N Park Soccer Fields	1,033.88
			Vendor 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC Total:	**1,033.88**
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM…	6044961197	10/21/2025	Office supplies	307.65
STAPLES CONTRACT & COMM…	6044961198	10/21/2025	Office supplies	186.68
STAPLES CONTRACT & COMM…	6044961199	10/21/2025	Office supplies	43.78
			Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:	**538.11**
Vendor: 12883 - Stock Enterprises, LLC				
Stock Enterprises, LLC	INV-55090	10/21/2025	5 duty grappler nets	2,076.81
			Vendor 12883 - Stock Enterprises, LLC Total:	**2,076.81**
Vendor: 9824 - STRYKER SALES LLC				
STRYKER SALES LLC	9208840662	10/21/2025	AED- Librarey	2,545.48
STRYKER SALES LLC	CM0000511	10/21/2025	AED Trade In- Library	-400.00
			Vendor 9824 - STRYKER SALES LLC Total:	**2,145.48**
Vendor: 12729 - SUMNERONE INC				
SUMNERONE INC	4416985	10/21/2025	Copier Rental -PW Main Offic 8/9 - 9/8/25	267.50
SUMNERONE INC	4416985	10/21/2025	Copier Rental - WTP	267.50
			Vendor 12729 - SUMNERONE INC Total:	**535.00**
Vendor: 13065 - TAMMY HOBBS				
TAMMY HOBBS	83530465	10/21/2025	Refund deposit - Sunflower Room 10/18/25	100.00
			Vendor 13065 - TAMMY HOBBS Total:	**100.00**
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	1134894	10/21/2025	Phone Service - 10/7/25- 11/6/25	252.30
			Vendor 10879 - TEUTONIC HOLDINGS LLC Total:	**252.30**
Vendor: 5375 - TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	11268	10/21/2025	Qtrly calibration gas monitor - WTTP	385.00
TG TECHNICAL SERVICES	11268	10/21/2025	Qtrly calibration gas monitor - WTP	225.00
			Vendor 5375 - TG TECHNICAL SERVICES Total:	**610.00**
Vendor: 12775 - THE EMPLOYER'S RESOURCE LLC				
THE EMPLOYER'S RESOURCE L…	3205	10/21/2025	Training Culture Process	800.00
			Vendor 12775 - THE EMPLOYER'S RESOURCE LLC Total:	**800.00**
Vendor: 13067 - TMCBC, LLC				
TMCBC, LLC	00004748	10/21/2025	P&R month self defense class	150.00
			Vendor 13067 - TMCBC, LLC Total:	**150.00**
Vendor: 2949 - TOM STEPHENS				
TOM STEPHENS	040225-070925	10/21/2025	Tom Stephens Mileage 4-2-25 - 7-9-25	177.10
TOM STEPHENS	081325-091925	10/21/2025	Reimbursement- Mileage 08-13-25-09-19-25	105.00
			Vendor 2949 - TOM STEPHENS Total:	**282.10**
Vendor: 7715 - TYLER TECHNOLOGIES INC				
TYLER TECHNOLOGIES INC	025-333284-1	10/07/2025	Online component-permitting & annual fees	3,600.00
TYLER TECHNOLOGIES INC	CM0000508-025-529373	10/07/2025	Credit to clear online component fees/permit	-3,600.00
			Vendor 7715 - TYLER TECHNOLOGIES INC Total:	**0.00**
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINAN…	565272622	10/21/2025	Printer costs-Oct	54.11

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
U.S. BANK EQUIPMENT FINAN...	565273273	10/21/2025	Printing Services	274.32
			Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:	**328.43**
Vendor: 11386 - UNIFIED GOVERNMENT TREASURER				
UNIFIED GOVERNMENT TREA...	0005699	10/21/2025	WYCO Jail Housing - Sept 2025	2,915.50
			Vendor 11386 - UNIFIED GOVERNMENT TREASURER Total:	**2,915.50**
Vendor: 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY				
UNIVERSITY OF KANSAS HOSP...	72581137	10/21/2025	Misc Services Meierarend, K	110.00
			Vendor 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY Total:	**110.00**
Vendor: 12998 - VITAL RECORDS HOLDINGS, LLC				
VITAL RECORDS HOLDINGS, LLC	5524192	10/21/2025	Shred Services	62.35
			Vendor 12998 - VITAL RECORDS HOLDINGS, LLC Total:	**62.35**
Vendor: 2169 - WALMART				
WALMART	122597-c	10/21/2025	Restitution - Digirolamo	185.78
WALMART	122605-b	10/21/2025	Restitution - Elmer	40.22
			Vendor 2169 - WALMART Total:	**226.00**
Vendor: 2043 - WEIS FIRE & SAFETY EQUIPMENT				
WEIS FIRE & SAFETY EQUIPM...	198429	10/21/2025	Fire Helmets	1,036.75
			Vendor 2043 - WEIS FIRE & SAFETY EQUIPMENT Total:	**1,036.75**
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14008234	10/21/2025	Misc suppllies- Library secure ceiling lights	56.96
WESTLAKE HARDWARE	14008249	10/21/2025	Privacy knob Senior Ctr bathroom	16.99
WESTLAKE HARDWARE	14008256	10/21/2025	Supplies repair concrete at PD Station	44.57
WESTLAKE HARDWARE	14008284	10/21/2025	Staples to staple gun	7.99
WESTLAKE HARDWARE	14008305	10/21/2025	Twine, straw, straps	30.75
WESTLAKE HARDWARE	14008306	10/21/2025	Paint hydrants & brushing force main rep-1949 138t	16.57
WESTLAKE HARDWARE	14008308	10/21/2025	Paint brushes & misc paint supplies VID#480	74.51
WESTLAKE HARDWARE	14008329	10/21/2025	Station supplies	15.66
WESTLAKE HARDWARE	14008335	10/21/2025	Misc hardware - Collections	12.37
			Vendor 1321 - WESTLAKE HARDWARE Total:	**276.37**
Vendor: 12658 - WHITE LAWN & LANDSCAPE LLC				
WHITE LAWN & LANDSCAPE L...	10621	10/21/2025	Landscape bed maint- Sept 2025	260.00
WHITE LAWN & LANDSCAPE L...	10622	10/21/2025	Landscaping services	190.00
			Vendor 12658 - WHITE LAWN & LANDSCAPE LLC Total:	**450.00**
Vendor: 10108 - WILKERSON CRANE RENTAL INC				
WILKERSON CRANE RENTAL I...	422917-OP	10/21/2025	30 ton boom truck & operator-LS#6 gen to LS#9	985.60
			Vendor 10108 - WILKERSON CRANE RENTAL INC Total:	**985.60**
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG...	141439	10/21/2025	Construction Management of Sidewalk Projects	1,550.00
WILSON & COMPANY INC ENG...	141531	10/21/2025	Engineering, planning-plan reviews212 E 2nd-Rivrvw	1,050.00
WILSON & COMPANY INC ENG...	141531	10/21/2025	Engineering- WW- LS#2 project manual; meeting Cm	420.00
WILSON & COMPANY INC ENG...	141531	10/21/2025	Engineering Stormwater MS4 reports; inlent inspec	4,248.70
			Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:	**7,268.70**
			Grand Total:	**684,986.49**

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From:

Subject: Tiblow Transit Title VI Policy Approval

Recommendation: Staff recommends approval.

Action: Make a motion to approve Governing Body Policy GB13-01R:Tiblow Transit Title VI Policy.

Background: The Tiblow Transit Title VI Program Policy provides public notice that TiblowTransit operates its program and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act. KDOT requires the Title VI plan be approved annually by the governing body, to apply for grant funding.

Discussion:

Financial Impact:

CITY OF BONNER SPRINGS
Governing Body Policy

Type Policy	Governing Body
Policy #	GB-13-01R

Subject	**Tiblow Transit Public Transportation Title VI Program Plan**

Date Adopted	October 27, 2025
Prepared By	City Clerk
Approved By	Governing Body
Purpose	To adopt a program policy and plan for the Tiblow Transit Public Transportation Title VI Program.

The Governing Body hereby adopts the attached Tiblow Transit Public Transportation Title VI Program Plan dated October 13, 2025. The Tiblow Transit Title VI Program Plan provides public notice that Tiblow Transit Public Transportation operates its program and services without regard to race, color or national origin in accordance with Title VI of the Civil Rights Act. The plan provides the procedures and forms for any person to file a complaint who believes they were aggrieved by any unlawful discriminatory practice under Title VI.

City of Bonner Springs, Kansas
Tiblow Transit Public Transportation
Title VI Program Plan

Approved by: The City of Bonner Springs, Kansas and signed by the Mayor on October 27, 2025.

____
Thomas A. Stephens, Mayor

Attest:

____
Christina Brake, City Clerk

(Seal)

Public Notice of Title VI Rights

Bonner Springs Tiblow Transit Public Transportation

- The Bonner Springs Tiblow Transit public transportation operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Bonner Springs Tiblow Transit public transportation.

- For more information on the Bonner Springs Tiblow Transit civil rights program, and the procedures to file a complaint, contact the City Clerk at 913-422-1020, email cityclerk@bonnersprings.org , or visit City Hall at 200 E. Third Street, 2nd Floor, Bonner Springs, Kansas 66012. For more information, visit bonnersprings.org

- A complainant may file a complaint directly with the Federal Transit Authority by filing a complaint with Office of Civil Rights, Attention: Title VI Program Coordinator, 1200 New Jersey Ave., SE, East Building, 5th Floor-TCR, Washington, DC 20590, or on their website: transit.dot.gov/civilrights.

- If information is needed in another language, contact 800-854-3613.

This notice to be posted in the Tiblow Dispatcher's Office, in the Tiblow vehicles, and on the City's website at https://www.bonnersprings.org/262/Public-Transportation

Title VI Brochures

These brochures are available in Tiblow Dispatcher's Office, in the Tiblow vehicles, and on the City's website at https://www.bonnersprings.org/262/Public-Transportation .

These brochures can also be downloaded from the KDOT Public Transportation website at the link below.
https://www.ksdot.gov/about/our-organization/divisions/multimodal-transportation-and-innovation/public-transportation]

City of Bonner Springs Tiblow Transit Public Participation Plan Outline

1. **Brief description of provider's activities and services**

   The City of Bonner Springs Tiblow Transit public transportation has provided general public transportation to its residents for more than 35 years. We provide rides within the City of Bonner Springs to medical, nutritional, social, recreation, employment and personal destinations.

2. **Brief description of activities that would warrant public participation (i.e. fare changes, changes to service hours, route adjustments, service area changes).**

   The City of Bonner Springs Tiblow Transit will notify the public for any fare changes, service hour changes, fixed route adjustment and policy or procedure changes.

3. **Brief description of the proactive public participation strategies that would be used.**

   All public notifications would be planned as follows: Public hearings/meetings/workshops to be held at convenient times and accessible locations. Various advertisements will be made and will utilize the Wyandotte Echo, the city website **bonnersprings.org**, Senior Center newsletter, social media and posted notices at city public buildings, posted news flashes on the city's website and text/email communication to those who sign up.

4. **Title VI and DOT regulations prohibit recipients from intentionally discriminating against people on the basis of race, color, or national of origin. Include a brief description of how your agency intends to address any need for language translation services in order to provide agency communication to the general public and minority populations in their service area.**

   We can use online translation tools, Braille services, sign language interpreters and can contact the language departments at the University of Kansas to assist with any language barriers we would encounter. Our police department also has resources that we can use for interpreter assistance. The dispatcher will communicate with the interpreter to schedule the rides. The drivers will communicate as possible with the riders during the route.

5. **Brief description of the desired outcomes of the agency's public participation efforts.**

   - The agency desires to have actively engaged riders, staff and members of the general public in the decision process.
   - The agency strives to give adequate public notice of public participation activities and allow proper time for public review and comment at key decision points.
   - The agency desires to provide timely information about transportation issues and processes to transit riders, staff and members of the general public.
   - The agency will provide responses to all public input as appropriate.
   - The agency will facilitate effective communication among a diverse group of the general public and staff.
   - The agency will establish a timetable for review of the Public Participation Process to ensure it provides full and open access to all.

6. **Brief summary of recent outreach efforts over the past three years.**

   We provide monthly city newsletters, advertisement in the Wyandotte Echo and website information. We periodically offer satisfaction surveys to our riders that request them and act upon the concerns shown in the survey responses.

- All of Bonner Springs' public meetings and hearings are held at times and locations accessible to the public
- Maintain contacts for our local agencies, our riders, elected officials, KDOT staff and transit staff to ensure communication.
- Send email and brochures to groups likely to be interested in Bonner Springs Tiblow Transit's services.
- Use consistent, recognizable graphics when posting information about Bonner Springs Tiblow Transit.
- Post relevant information on the city's website, social media and newsletter, including where public comments may be submitted if necessary
- Bonner Springs Tiblow Transit brochures and information are available in our offices and other publicly available locations in City Hall.
- Advertise in the Wyandotte Echo, monthly newsletters, and on the city website.
- Avoid technical jargon in presentations and information displayed.

City of Bonner Springs Tiblow Transit Public Transportation

Title VI Complaint Procedure

The following pertains only to Title VI complaints about services provided by the Bonner

Springs Tiblow Transit public transportation.

Title VI, 42 U.S.C. §2000d et seq, was enacted as part of the Civil Rights Act of 1964. At the heart of the regulation is the statement that:

> *No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

The Bonner Springs Tiblow Transit public transportation has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702, IB, dated February 27, 2020. If you believe that the Bonner Springs Tiblow Transit public transportation's federally funded programs discriminated your civil rights on the basis of race, color, or national origin, you may file a written complaint by following the procedure outlined below.

1. Submission of Complaint.

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color, or national origin has been excluded from or denied the benefits of, or subjected to discrimination caused by the Bonner Springs Tiblow Transit may file a written complaint with the City of Bonner Springs city clerk. A sample complaint form is available for download at www.bonnersprings.org and is available in hard copy at the office of Bonner Springs city clerk. Upon request, the Bonner Springs city clerk will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

Note: Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the city clerk at 913-422-1020.

Complaints should be mailed to or submitted by hand to:

Bonner Springs Tiblow Transit
Attention: City Clerk
P. O. Box 38
200 E. Third Street
Bonner Springs, KS 66012

2. Referral to Review Officer

Upon receipt of the complaint, the city clerk of the City of Bonner Springs Tiblow Transit shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the city clerk *shall* notify the complainant of the estimated timeframe to complete the review. Upon completion of the review, the staff review officer(s) shall make a recommendation about the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to Bonner Springs Tiblow Transit processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the city manager for concurrence. If the city manager concurs, he or she shall issue the City of Bonner Springs Tiblow Transit's written response to the complainant. This final report should include a summary of the investigation, all findings with recommendations, corrective measures where appropriate.

Note: Upon receipt of a complaint, Bonner Springs Tiblow Transit shall forward a copy of this complaint and the written response to the appropriate KDOT and FTA Region 7 contacts.

3. Request for Reconsideration

If the complainant disagrees with the city manager's response, he or she may request reconsideration submitted in written form to the city manager within 10 calendar days after receipt of the city manager's response. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the city manager. The city manager will notify the complainant of his or her decision in written form either to accept or reject the request for reconsideration within 10 calendar days. In cases where the city manager agrees to reconsider, the matter shall be returned to the staff review officer(s) to reevaluate in accordance with Paragraph 2 above.

4. Appeal

If the city manager denies the request for reconsideration, the complainant may appeal the city manager's response with submission of a written appeal to City of Bonner Springs Governing Body no later than 10 calendar days after receipt of the city manager's written decision to reject reconsideration. The Governing Body of the City of Bonner Springs will then make a determination to either request re-evaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

5. Submission of Complaint to the State of Kansas Department of Transportation.

If the complainant is dissatisfied with the City of Bonner Springs Governing Body's resolution of the complaint, he or she may also submit a written complaint within 180 days after the alleged date of discrimination to the State of Kansas Department of Transportation for further investigation.

KDOT Office of Civil Rights Compliance
Eisenhower State Office Building
700 Southwest Harrison
3rd Floor West
Topeka, KS 66603

Bonner Springs Tiblow Transit Title VI Complaint Form

The purpose of this form is to assist you in filing a complaint with the Tiblow Transit. You are not required to use this form; a letter containing the same information will be sufficient.

For questions about complaint procedures or complaint form call the Bonner Springs City Clerk at 913-422-1020 or email cityclerk@bonnersprings.org

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	

Section II:		
Are you filing this complaint on your own behalf?	Yes*	No
*If you answered "yes" to this question, go to Section III.		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No

Section III:
I believe the discrimination I experienced was based on (check all that apply): [ ] Race [ ] Color [ ] National Origin Date of Alleged Discrimination (Month, Day, Year): _______________ Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.

Section IV

Have you previously filed a Title VI complaint with this agency?	Yes	No

Section V
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? [ ] Yes [ ] No If yes, check all that apply: [ ] Federal Agency: ___________________ [ ] Federal Court _____________________ [ ] State Agency ________________ [ ] State Court _______________________ [ ] Local Agency ________________
Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Agency:
Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature ____ Date__________________________

Please submit this form in person at the address below, or mail this form to:

City of Bonner Springs
Attn: City Clerk/ Title VI Coordinator
P.O. Box 38
200 E. Third St.
Bonner Springs, KS 66012

List of Title VI Investigations, Lawsuits and Complaints

	Date Submitted/Filed Month, Day, Year	Allegation Summary (Include Basis of complaint: race, color or national origin)	Status	Resolution or Action Taken
Investigations				
1				
2				
Lawsuits				
1				
2				
Complaints				
1				
2				

City of Bonner Springs Tiblow Transit Public Transportation

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American	Other
Population within Service Area	43.15%	34.57%	18.10%	5.21%	1.54%	16.26%
Agency Board of Directors (Elected City Council is the Board for the Tiblow Transit Public Transportation)	100%	0%	0%	0%	0%	0%
Tiblow Transit Agency Staff	100%	0%	0%	0%	0%	0%

What Can I Do About Discrimination?

A person may file a complaint with the Kansas Department of Transportation. All complaints will be referred to the Civil Rights Officer, who will evaluate and refer the complaint to the appropriate program area. Every effort will be made to resolve the complaint as quickly as possible.

Who May File a Complaint?

Any person who feels he or she has been subject to discrimination because of race, color, age, national origin, sex, disability, or low income status.

When Should I File a Complaint?

You should file a complaint within 180 days following the discriminatory action.

How To File A Complaint?

Contact the Office of Civil Rights Compliance in writing or by phone to request assistance in filing your complaint.

Kansas Department of Transportation
Office of Civil Rights Compliance

700 SW Harrison, 3rd Floor West
Topeka, Kansas 66603-3754

Phone: 785-296-7940
Fax: 785-296-0119

KDOT.CivilRights@ks.gov

ksdot.gov/Title-VI

This information can be made available in alternative accessible formats upon request.

For information about obtaining an alternative format, contact the KDOT Division of Communications:
kdot.publicinfo@ks.gov
or phone **785-296-3585**
Hearing Impaired - **711**

Kansas
Department of Transportation

EQUAL OPPORTUNITY AND CIVIL RIGHTS INFORMATION (Including Title VI)

Office of Civil Rights Compliance
July 2025

External Civil Rights Complaint Process

The Assurance

The Kansas Department of Transportation, as a recipient of federal funds for programs, has given the assurance that within daily operations, KDOT will not discriminate against any person on the basis of race, color, national origin, sex, age, disability, or low income status.

The Laws

Title VI of the Civil Rights Act of 1964 as amended and 49 CFR Part 21 prohibit discrimination based on race, color and national origin in all federal-aid programs.

Sex discrimination is also prohibited by Section 162 (a of the Federal-Aid Highway Act of 1973. Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (see 49 CFR 27 prohibit discrimination based on disability and The Age Discrimination Act of 1975 (42 USC 6101 prohibits discrimination based on age.

The basic philosophy of the laws is that people affected by transportation programs should receive the services, benefits and opportunities to which they are entitled with no differences because of race, color, national origin,age, sex, disability, or low income status.

What is Discrimination?

An intentional or unintentional act which subjects a person or a group to unequal treatment under a transportation program. Everyone, no matter what their race, sex, color or national origin, age, disability, veteran or low income status should be treated fairly and equally in all matters relating to transportation.

Examples Of Prohibited Discriminatory Acts

- Public meetings that are held at hard-to reach or inaccessible sites or at times when most affected people are working.
- Zoning changes that would lower the quality of life in a neighborhood.
- Unequal payments that are either offered or paid for similar properties.
- Unequal relocation assistance or housing payments.
- New housing that is not equal to the property replaced.
- No effort made to locate minority or women contractors, consultants or researchers for transportation projects.
- Minority and women contractors not notified about highway projects to be let for bid.
- A neighborhood loses access to stores, services, medical offices, churches, recreation or transportation due to highway construction.
- Property value decreases or increases in unequal ways due to highway construction.
- Minority neighborhood roads that are not as well-maintained as those in non-minority areas.
- Environmental impact is more severe on a minority or low income neighborhood as compared to a higher valuation area.

¿Qué Puedo Hacer Ante la Discriminación?
Una persona puede presentar una queja ante el Departamento de Transporte de Kansas. Todas las quejas serán referidas al Oficial de Derechos Civiles, quien evaluará y referirá la queja al área de programa apropiada.

¿Quién Puede Presentar Una Denuncia?
Cualquier persona que sienta que ha sido objeto de discriminación por motivos de raza, color, edad, origen nacional, sexo, discapacidad, o estado de bajos ingresos.

¿Cuándo Debo Presentar Una Denuncia?
Debe presentar una denuncia dentro de los 180 días despues de la acción discriminatoria.

¿Cómo Hacer Una Denuncia?

Comuníquese con la Oficina de Cumplimiento de Derechos Civiles por escrito o por teléfono para solicitar ayuda para hacer su queja.

Departamento de Transporte de Kansas

Oficina de Cumplimiento de Derechos Civiles

700 SW Harrison, 3rd Floor West
Topeka, Kansas 66603-3754

Teléfono: 785-296-7940
Fax: 785-296-0119

KDOT.CivilRights@ks.gov

www.ksdot.gov/Title-VI

Esta información se puede entregar en formatos alternativos acwcesibles previa solicitud.

Para información sobre cómo obtener un formato alternativo, contacte a la División de Comunicaciones del KDOT a través del kdot:
publicinfo@ks.gov
o por el **785-296-3585 (voz)**
Personas con discapacidad auditiva: **711**

AD ASTRA PER ASPERA
Kansas
Department of Transportation

INFORMACIÓN SOBRE IGUALDAD DE OPORTUNIDADES Y DERECHOS CIVILES

(Incluyendo El Título VI)

Oficina de Cumplimiento de Derechos Civiles
Julio 2025

Proceso De Denuncia Externa De Derechos Civiles

La Seguridad

El Departamento de Transporte de Kansas, como receptor de fondos federales para programas, ha asegurado que dentro de las operaciones diarias, KDOT no discriminará a ninguna persona por motivos de raza, color, origen nacional, sexo, edad, discapacidad, o estado de bajos ingresos.

Las Leyes

El Título VI de la Ley de Derechos Civiles de 1964 enmendada y 49 CFR Parte 21 prohíbe la discriminación basada en raza, color y origen nacional en todos los programas de ayuda federal.

La discriminación sexual también está prohibida por la Sección 162 (a de la Ley de Carreteras de Ayuda Federal de 1973. La Sección 504 de la Ley de Rehabilitación de 1973 y la Ley de Estadounidenses con Discapacidades de 1990 (ver 49 CFR 27 prohíben la discriminación basada en discapacidad y La Ley de Discriminación por Edad de 1975 (42 USC 6101 prohíbe la discriminación basada en la edad.

La filosofía básica de las leyes es que las personas afectadas por los programas de transporte deben recibir los servicios, beneficios y oportunidades a los que tienen derecho sin diferencias por motivos de raza, color, origen nacional, edad, sexo, discapacidad, o estado de bajos ingresos.

¿Qué Es La Discriminación?

Un acto intencional o sin intento que somete a una persona o grupo a un trato de desigual bajo un programa de transporte. Todos, sin importar su raza, sexo, color u origen nacional, edad, discapacidad, estatus de veterano o estado de bajos ingresos, deben recibir un trato justo y igual en todos los asuntos relacionados con el transporte.

Ejemplos De Actos Prohibidos Discriminatorios

- Reuniones públicas que se realizan en sitios de acceso difícil o inaccesibles en momentos en que la mayoría de las pe sonas afectadas están trabajando.
- Cambios de zonificación que reducirían la calidad de vida en un vecindario
- Pagos desiguales que se ofrecen o se pagan por propiedades similares.
- Asistencia de reubicación o pagos de vivienda desiguales.
- Vivienda nueva que no es igual a la propiedad reemplazada.
- No se hizo ningún esfuerzo para localizar contratistas, consultores o investigadores de minorías o m jeres para proyectos de transporte.
- No notificaron a contratistas de minorías y mujeres sobre proyectos de carreteras que se licitarán.
- Un vecindario pierde acceso a tie das, servicios, consultorios méd cos, iglesias, recreación o tranporte debido a la construcción de carreteras.
- El valor de la propiedad disminuye o aumenta de manera desigual debido a la construcción de carreteras.
- Carreteras de vecindarios minoritarios que no están mantenidas como las de áreas que no son minoritarias.
- El impacto ambiental es más severo en un vecindario de minorías o de bajos ingresos en comparación con un área de mayor valoración.

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Cereal Malt beverage License Renewal - Lin's Chinese Restaurant

Recommendation: Staff recommends approval.

Action: Make a motion to approve the Cereal Malt Beverage license renewal for Lin's Chinese Restaurant as presented.

Background: Lin's Chinese Restaurant applied to renew their Cereal Malt Beverage (CMB) License. The business owner paid their renewal fee, meets the ordinance requirements and was approved by the State of Kansas. The license, if approved, is valid for a twelve-month period. The application is not included in the agenda item due to the personal information it contains.
The Bonner Springs governing body previously considered all the CMB license renewals at their meeting in December. The State recently changed their process for approving CMB licenses. Due to the changes at the state level, these will now be considered individually.

Discussion:

Financial Impact:

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Cereal Malt Beverage License - QuikTrip #285

Recommendation: Staff recommends approval.

Action: Make a motion to approve the Cereal Malt Beverage license renewal for QuikTrip Store # 285 as presented.

Background: QuikTrip Corporation applied for a new Cereal Malt Beverage (CMB) License for store # 285. The business owner paid their fee, meets the ordinance requirements and was approved by the State of Kansas. The license, if approved, is valid for a twelve-month period. The application is not included in the agenda item due to the personal information it contains.

Discussion:

Financial Impact:

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Cereal Malt Beverage License Renewal - QuikTrip #199

Recommendation: Staff recommends approval.

Action: Make a motion to approve the Cereal Malt Beverage license renewal for QuikTrip Store # 285 as presented.

Background: QuikTrip Corporation applied to renew their Cereal Malt Beverage (CMB) License for store #199. The business owner paid their fee, meets the ordinance requirements and is waiting for approval by the State of Kansas. The license issuance would be pending approval by the state. The license, if approved, is valid for a twelve-month period. The application is not included in the agenda item due to the personal information it contains.

Discussion:

Financial Impact:

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Massage Therapy Business Establishment and Massage Therapist Licenses - Ayla Ebert, Asteria Massage

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Recommendation: Satff recommends approval.

Action: Make a motion to approve the massage therapy business establishment and massage therapist licenses for Asteria Massage and Ayla Ebert.

Background: Ayla Ebert of Asteria Massage submitted an application and paid the fees for a Massage Therapy Business Establishment and Massage Therapist licenses. Staff did not include a copy of the application due to the confidential information it contains.

Discussion:

Financial Impact:

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Tillie LaPlante

Subject: Waiver from Generally Accepted Accounting Principles (GAAP) for Financial Reporting

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Recommendation: The Finance Director recommends approval

Action: Make a motion to approve a resolution waiving the City's compliance with generally accepted accounting principles for financial reporting and causing such reports to be prepared in compliance with the cash basis and budget laws of the State of Kansas.

Background: Beginning in 2021, the City Council approved a resolution waiving the City's compliance with generally accepted accounting principals (GAAP) for reporting and causing such reports to be prepared in compliance with the cash basis and budget laws of the State of Kansas.

Discussion: A resolution to approve the waiver of the City's compliance with GAAP must be approved each year. The attached resolution is the same resolution approved by the City Council in 2024. Reporting on the cash basis and budget laws of the State of Kansas aligns our audited financial statements with the budget-based reporting which the City uses throughout the year.

Financial Impact: Waiver from GAAP reporting results in savings in audit costs, actuarial costs, and staff time producing financial statements which comply with GAAP.

RESOLUTION NO. 2025-

A Resolution Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to Be Prepared in Compliance with The Cash Basis and Budget Laws of The State of Kansas.

WHEREAS, the City of Bonner Springs, Kansas, has determined that the financial statements and financial reports for the year ended 12-31-2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Bonner Springs and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended 12-31-2025.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Bonner Springs, Kansas, in regular meeting duly assembled this 27th day of October, 2025 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Bonner Springs for the year ended 12-31-2025.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Bonner Springs to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

This Resolution is Adopted by the City Council of the City of Bonner Springs and Signed by the Mayor on October 27, 2025.

Attest:

____

Tom A. Stephens, Mayor

____

Christina Brake, City Clerk
(Seal)

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Michael Kelling

Subject: Special Traffic Enforcement Program (STEP) Grant Continuation

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the city manager to execute the contract to continue the Special Traffic Enforcement Program (STEP) grant.

Background: The STEP program is a state-funded grant program providing overtime reimbursement for special traffic enforcement campaigns.

Discussion: The Special Traffic Enforcement Program (STEP) is a state-funded grant that provides overtime reimbursement for designated traffic enforcement campaigns.
The upcoming campaign period runs from October 2025 through September 2026 and includes Thanksgiving Safe Arrival, Taking Down DUI, Click It or Ticket, July Speeding, and You Drink, You Drive, You Lose. These campaigns occur during high-travel holiday periods and are designed to promote safe driving and reduce traffic-related incidents.
This contract allows the City of Bonner Springs to continue partnering with the State in promoting roadway safety. Through this program, the City is reimbursed for officers' overtime pay during enforcement efforts and will receive additional funding to support traffic safety initiatives. Last year, the Bonner Springs Police Department received $4,500 through the STEP program, which was used to purchase a radar unit, traffic cones, measuring wheels, tire deflation devices (Stop Sticks), and Preliminary Breath Test (PBT) mouthpieces.

Financial Impact: No financial impact.

PROJECT NO. SP-1300-26
BONNER SPRINGS POLICE DEPARTMENT

CONTINUATION OF AWARD

This Continuation of Award is entered into by and between the **Secretary of Transportation** (the "**Secretary**"), Kansas Department of Transportation (**KDOT**) and **Bonner Springs Police Department** (the "**Subrecipient**"), collectively, the "Parties."

RECITALS:

A. The **Secretary** operates a Highway Safety Program to increase highway safety, and has been awarded funds to implement the Program by the **NHTSA**, (the "Prime Award"), pursuant to the provisions of chapter 4 of title 23 of the United States Code (23 U.S.C. § 101, *et seq.*) and the regulations promulgated thereunder. The funding period, Federal Award Identification Number, and Assistance Listing for the Prime Award are indicated in the "**Agency Information & Contract Summary Attachment**."

B. The Parties entered into a Subaward Agreement ("Subaward") under Project No. (BTS Contract No. PT-1220-26) effective October 1, 2024.

C. The **Secretary** desires to grant a continuation of funding under the Subaward to the **Subrecipient** to reimburse the costs incurred in the performance of approved services, and in accordance with the Subaward and federal, state, and local laws and guidelines promulgated thereunder.

D. Certain information required by 2 C.F.R. 200.332(a)(1) to be included in this Continuation of Award with respect to the Subaward is set forth in the "**Agency Information & Contract Summary Attachment**" which is attached to and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. The **Secretary** agrees to continue to provide financial assistance to the **Subrecipient** from October 1, 2025, to September 30, 2026, (the "**Contract Period**") in an amount not to exceed $$9,000.00 during the **Contract Period**.

2. The **Subrecipient** shall comply with the provisions found in the most recent "**Subrecipient Certifications and Assurances**" attachment, which is attached to and incorporated into this Continuation of Award.

3. Any further Continuation of Award of the Subaward after the **Contract Period** will be contingent upon the **Subrecipient's** successful performance of approved services as set forth in the **Agency Information & Contract Summary**, which is attached to and made a part of this

Continuation of Award.

4. All other terms and conditions of the Subaward shall remain in full force and effect unless further specified in this Continuation of Award.

IN WITNESS WHEREOF, the Parties have caused this Continuation of Award to be signed by their duly authorized officers.

SUBRECIPIENT
Bonner Springs Police Department

____
Signature of authorizing official

____
Print Name

____
Print Title

____
Date

Kansas Department of Transportation
Secretary of Transportation

By:____________________________________
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

<u>Index of Exhibits and Attachments</u>

Agency Information & Contract Summary Attachment
Subrecipient Certifications and Assurances

Agency Information & Contract Summary / Highway Safety Project Detailed Plan

Kansas Department of Transportation, Bureau of Transportation Safety Revision: 08/23/2024

Project Title	**SPECIAL TRAFFIC ENFORCEMENT PROGRAM (STEP)**		
Project Agency:	**BONNER SPRINGS POLICE DEPARTMENT**		
Funding Agency: NHTSA - federal funds Funding Source: *IIJA 402 PT* Program Area: Police Traffic Services		Eligible Use of Funds: **Law Enforcement (Local and State Law Enforcement)**	Countermeasure Strategies: High Visibility Enforcement

SECTION 1 – PROJECT AGENCY INFORMATION

Agency Head Information (optional):	
Name:	**William M. Naff**
Title:	**Chief of Police**
Phone:	**913.422.7800 Ext. 1540**
Email:	**bnaff@bonnerpd.org**
Financial Contact Person's Information (optional):	
Name:	**Tillie LaPlante**
Title:	**Finance Director**
Phone:	**913.667.1709**
Email:	**tilliel@bonnersprings.org**
Will this grant potentially generate program income?	Yes ☒ No ☐
Location for Project Implementation (Activities):	Statewide: ☐ Local (County): ☐ Local (City): ☒
Preferred Payment Method:	Direct Deposit: ☒ Interfund Voucher: ☐
Federal Employer Identification Number:	**48-6033148**
Unique Entity Identifier (UEI)	**C477CXJM9BS5**
System for Award Management Expiration Date:	**08/06/2026**
Name & Title of Person Authorized to commit Agency to contracts (Board of Directors, Chair, City Manager, Chief, etc.):	
Amber Vogan, City Manager	

SECTION 2 – CORRESPONDENCE / NOTIFICATION (Art. V, para. 7)

Project Agency's Information:	
Bonner Springs Police Department	
ATTN: Capt. Michael Kelling	
215 Cedar Street	
Bonner Springs, KS 66012	
Project Contact Person's Information:	
Phone: 913-422-7800	**Email: mkelling@bonnerpd.org**
Secretary's Information:	
Kansas Department of Transportation **Bureau of Transportation Safety**	
ATTN: Amy Sims-Shonka, Behavioral Coordinator	
700 SW Harrison Street	
Topeka, KS 66603	
Contact Information of Secretary's Program Coordinator:	
Phone: 785-296-0296	**Email: amy.sims-shonka1@ks.gov**

KDOT Fiscal Coding

Index:	*3030*	Program:	*72021*
Agency Use:	*5590*	Sub:	*550100*
AWP#:	***035-26-1220***	Fund:	*4100*
Project Number:	***SP-1300-26***	Contract Number:	***PT-1220-26***

SECTION 3 – AWARD DATA ELEMENTS[1] (Federally Funded Project Only)

Federal Award Identification Number (FAIN):	***69A37524300004020KS0***
Date of Award to KDOT:	***11/27/2023***
Subaward Performance Start Date:	***10/1/2023***
Subaward Performance End Date:	***9/30/2027***
Name of Pass-Through Entity:	**The Secretary**
Assistance Listing:	***# 20.600 – State and Community Highway Safety***
Contact Information for Federal Awarding Official:	
Robert Eichkorn, **NHTSA Regional Program Manager**	**Robert.Eichkorn@dot.gov**
Contract Information for Secretary Authorizing Official:	
Greg Schieber, **Deputy Secretary**	**Greg.Schieber@ks.gov**
Contact Information for Secretary Project Director:	
Gary Herman, **KDOT Behavioral Section Manager**	**Gary.Herman@ks.gov**

SECTION 4 – FOR KDOT USE ONLY

Identification of Whether Subaward is R&D:		**No**
% Local Benefit		**100%**
Recipient Match Required (Yes/No)	**No**	If Yes: **Enter $**
Indirect Cost Rate and Amount:		
Secretary	**N/A /**	**N/A**
Subrecipient	**N/A /**	**N/A**

Full Project

Project Period:	**10/01/2024** to **09/30/2027**
Total Project Funds:	**$27,000.00**
	Number of Contract Years in Full Project: **3**

Current Contract / Subaward

Contract Period:	**10/01/2025** to **09/30/2026**
Total Contract Funds:	**$9,000.00**
	Is this a Continuation of Award: **Yes**

[1] 2 CFR 200.332(a)(1)

SECTION 5 – BUDGET DETAILS

Category	Line-Item	FY25	FY26	FY27
Personnel	Reimbursement of overtime hours	$9,000.00	$9,000.00	$9,000.00
	Annual Totals	$9,000.00	$9,000.00	$9,000.00
			Grand Total	$27,000.00

SECTION 6 – SAFETY ISSUE & PROPOSED ACTION

1. Describe the traffic safety issue to be addressed (Problem Statement):

Every year in Kansas, about 50% of traffic fatalities are unbelted, 25% of crashes are directly due to inattentive driving and/or speeding, and 20% of crashes involve alcohol.

Kansas provides four federally funded Special Traffic Enforcement Program (STEP) enforcement opportunities. While all Kansas Traffic Laws are enforced in a STEP mobilization, each campaign has a primary focus:

1. Thanksgiving Safe Arrival – Primary Focus: Occupant Protection
2. Taking Down DUI (Christmas to New Year's) – Primary Focus: DUI/DUID
3. Click It or Ticket (2 weeks straddling Memorial Day) – Primary Focus: Occupant Protection
4. You Drink. You Drive. You Lose. (Labor Day) – Primary Focus: DUI/DUID

2. Describe the project intended to address these issues (The Proposed Solution):

Our agency shall make every effort to engage in *Click It or Ticket, You Drink. You Drive. You Lose.* and at least one of the winter holiday campaigns for a minimum of 3 of the 4 STEP campaigns annually. We will tailor the location of our STEP enforcements utilizing a data-driven approach. Using data-driven analysis will ensure that our mobilizations target the areas in our locale where traffic safety infractions are a serious issue. Special attention shall be made to the Primary Focus as outlined in each individual campaign while increasing compliance with all Kansas Traffic Safety laws.

3. Describe the expected outcomes, benefits, or results (Performance Objectives):

Over the course of the Federal Fiscal year, through our agency's participation in the STEP program and enforcement efforts, we will contribute to the state's target of reducing traffic fatalities by 2% annually.

SECTION 7 – DEFINITIONS AND INSTRUCTIONS:

1. **"Preferred Payment Method"** KDOT strongly encourages direct deposit. Any questions, please contact the Secretary's Program Coordinator identified above in Section 2 – Correspondence / Notification.
2. **"UEI"** means the Unique Entity Identifier, which is the authoritative identifier for all entities doing business with the federal government.
3. **"SAM Expiration"** Your financial office should know the date of the most recent registration in System for Award Management (SAM). This is the central registry that the federal government has established to record the UEI and other information.

SECTION 8 – PROGRAM SPECIFICS

1. **Additional Terms & Conditions:**
   A. **Additional Funds.** The Subrecipient may be provided additional funds for equipment and/or training to support enforcement efforts if all STEP expectations are met.
   B. **Reimbursement.** No incurred expenditures, including those for which reimbursement would be requested, may take place prior to the completion of a fully executed agreement. A fully executed agreement is a legal contract that has become effective as a result of the signatures of authorized representatives of the Parties to the agreement.
2. **Approved Services and Expectations:**
   - The Kansas Special Traffic Enforcement Program (STEP) brings together our Law Enforcement partners in a high-visibility program that is a vital part of our Safe Systems Approach. Law Enforcement presence is proven to encourage safer, more responsible driving behavior as well as promoting safer speeds by all people who use our roads.
   - Subrecipient will make every reasonable effort to participate in at least three (3) scheduled STEP enforcements per Federal Fiscal Year. This will include at least one (1) of the winter holiday campaign as well as *Click It or Ticket* and *You Drink. You Drive. You Lose.* Other enforcement opportunities may become available.
   - Over the term of the STEP year, a Subrecipient will average a minimum of two (2) contacts/stops per hour of reimbursed STEP enforcement.
   - Subrecipient will adhere to the dates posted on the STEP schedule and to the requirements included on the STEP Fact Sheet.
   - No STEP expenditures may be incurred prior to the completion of a fully executed agreement and the receipt of a Notice to Proceed letter.
   - All enforcement must be done utilizing overtime hours. Instructions can be found on the STEP Fact Sheet, which is available from KDOT.

SUBRECIPIENT CERTIFICATIONS AND ASSURANCES[2]
23 U.S.C. CHAPTER 4 PASS-THROUGH FUNDING
FFY 2026

The provisions contained in this Subrecipient Certifications and Assurances attachment are required by 23 C.F.R. Part 1300, Appendix A and are applicable to subrecipients. The Subrecipient shall comply with these provisions.

NONDISCRIMINATION

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (*entitled Non-discrimination in Federally–Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (*U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964*);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal–Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), *and Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

[2] See 23 C.F.R. Pt. 1300, App. A.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to

comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible,

or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

   b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Memorandum

Date: October 27, 2025
To: Mayor and City Council
From: Megan Gilliland

Subject: Industrial Revenue Bonds for Compass70 (Scannel Building 3B, Lot 1)

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: Scannell Properties, LLC is the main developer of the Compass 70 Logistics Center. The developer has requested the City issue its taxable revenue bonds for the purpose of financing the cost of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including real estate, buildings, improvements, and equipment (the “Building 3B Project”), generally located southwest of Riverview Avenue and 110th Street within the City. The City Council adopted a resolution of intent to issue IRBs and property tax abatement for this project on October 14, 2024.

Discussion: Scannell Properties LLC has previously submitted IRB applications for two industrial projects (Buildings “3” and “3A”) to build, furnish, and equip industrial buildings in the project area. Scannell has identified a third opportunity for a spec building in the Compass 70 Logistics Center, "Building 3B,” and are requesting the City issue IRBs to be used to acquire, construct, equip, and furnish a commercial facility.

The total estimated investment in this building is $22,000,000, including land, construction, and machinery and equipment. The Cost-Benefit Analysis for the project anticipates hiring 120 new jobs with average annual salaries totaling $57,520. The total property tax abatement for this project is 70%. A portion of the tax abatement percentage is contingent upon an investment, donation or contribution by the Company or permitted assigns in community programs or other community benefits in an amount not less than $17,500 per year in each of the 10 calendar years that the abatement is in place.

The total property tax abatement for this project is 70%. The amended resolution is based on updated terms including a minimum building size of 500,000 sq. ft., value of at least $48.50 per sq. foot, a projected annual value increase of 2.5% and the building must be completed by December 31, 2026. The building is mostly complete with the majority of the remaining items for completion being related to it being a spec building. This means the company is still working to find a final tenant and will complete the interior, fixtures, machinary, and furnishings once they have a confirmed tenant. They have until December 31, 2026 to do so.

Financial Impact: Exhibit C of the attached PILOT agreement identifies the payments to be made, depending on conditions met, over the next 10-year period. A 1% origination fee will be paid to the City to be used for future economic development projects. Half of the 1% origination fee will be paid to the City at the bond closing. The remaining half will be paid annually over the next 5 years.

BASE LEASE AGREEMENT

DATED AS OF NOVEMBER 1, 2025

BETWEEN

SCANNELL PROPERTIES #673, LLC

AS LESSOR

AND

CITY OF BONNER SPRINGS, KANSAS

AS LESSEE

RELATING TO:

NOT TO EXCEED $22,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2025
(SCANNELL BUILDING 3B – LOT 1 PROJECT)

4912-8897-9565.2

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ARTICLE VIII
EARLY TERMINATION OF BASE LEASE

ARTICLE IX
MISCELLANEOUS

BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated as of November 1, 2025 (this "Base Lease"), between **SCANNELL PROPERTIES #673, LLC**, an Indiana 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 October [27], 2025, authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2025 (Scannell Building 3B – Lot 1 Project), in the principal amount not to exceed $22,000,000 (the "Series 2025 Bonds"), for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including real estate, buildings, improvements, and equipment (the "Improvements"), generally located southwest of Riverview Avenue and 110th 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 November 1, 2025 (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 2025 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 November 1, 2025 (the "Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), relating to the Series 2025 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 under the laws of the state of Indiana, and in good standing under the laws of the states of Indiana and Kansas, and is duly authorized and qualified to do business in 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 2025 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 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 February 1, 2036; 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 2025 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 Issuer and the Company acknowledge that the Project is or will be encumbered by and subject to the terms of the Mortgage (as defined in the Lease). The Issuer and the Company further acknowledge that this Base Lease is subordinate to the Mortgage and that the Lender has not granted any rights of nondisturbance with respect to this Base Lease. If the Project is encumbered by a Mortgage entered into after the effective date of this Base Lease, the Issuer and Company acknowledge and agree that this 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.

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 2025 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 2025 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 October ____, 2025, 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.

SCANNELL PROPERTIES #673, LLC,
an Indiana limited liability company

By: ______________________________________
Marc Pfleging, Manager

"COMPANY"

ACKNOWLEDGMENT

STATE OF ___________)
) SS.
COUNTY OF _________)

The foregoing instrument was acknowledged before me on _______________, 2025, by Marc Pfleging, who acknowledged himself to be the Manager of **SCANNELL PROPERTIES #673, LLC,** an Indiana 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 2025 (Scannell Building 3B - Lot 1 Project) (the "Series 2025 Bonds"):

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

Lot 1, COMPASS 70 LOGISTICS CENTER, a subdivision in the City of Bonner Springs, Wyandotte County, Kansas.

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 2025 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 2025 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.

PAYMENT IN LIEU OF TAX AND PERFORMANCE AGREEMENT
SCANNELL BUILDING 3B PROJECT

THIS PAYMENT IN LIEU OF TAX AND PERFORMANCE AGREEMENT (this "Agreement"), made and entered into as of this November 1, 2025, by and between **SCANNELL PROPERTIES #673, LLC**, an Indiana limited liability company (the "Company"), and **THE CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation (the "City").

WITNESSETH:

1. **Tax Exemption; Payment in Lieu of Taxes**. In consideration of the issuance by the City of its industrial revenue bonds in the maximum principal amount of $22,000,000 (the "Bonds") to finance the cost of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including buildings, improvements and equipment as described on *Exhibit B* (the "Scannell Building 3B Project Improvements"), located on real property in the City as described on *Exhibit A* (the "Scannell Building 3B Project Site," and together with the Scannell Building 3B Project Improvements, the "Scannell Building 3B Project"), to be leased by the City to the Company, and in consideration of Company's execution of the Lease Agreement dated as of November 1, 2025 (the "Lease"), as may be amended from time to time, between the City and the Company, pursuant to which the Scannell Building 3B Project is leased to the Company, and in further consideration of the laws of the State of Kansas granting an exemption from real and personal property taxation for the portion of the Scannell Building 3B Project purchased with the proceeds of the Bonds for the period of up to 10 years, commencing with the first calendar year after the calendar year in which the Bonds are issued, the Company agrees to make payments in lieu of ad valorem property taxes in the amount specified herein and in the manner provided for herein, and the City agrees to apply for an ad valorem property tax exemption for such portion of the Scannell Building 3B Project for the 10 year period herein described.

2. **Amount of Payments; Place of Payment**. In lieu of all general ad valorem real and personal property taxes on the portion of the Scannell Building 3B Project financed with the proceeds of the Bonds as permitted by K.S.A. 79-201a *Second* or *Twenty-Fourth*, for the 10 calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued, the Company shall pay, if due, by separate check to the Treasurer of the Unified Government of Wyandotte County and Kansas City, Kansas (the "County"), or other appropriate officer as required by the laws of the State of Kansas, a payment in lieu of taxes ("PILOT") in the amount reflected on *Exhibit C* to this Agreement. Such amount shall be billed to the Company by statement of the County Clerk of the County (or such other appropriate officer of the County or City) which bill shall be issued approximately contemporaneously with the issuance of general tax bills in the State of Kansas and shall be due on the dates and in the percentages ad valorem property taxes are due in the State of Kansas. Currently, tax bills are issued by November 20th of each year and are due as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder for such calendar year on or before May 10th of the following calendar year. There shall be no property tax exemption for any portion of the facility or equipment located at the Scannell Building 3B Project Site or elsewhere that has not been financed with the proceeds of the Bonds unless such portion of the facility or equipment has been specifically exempted from taxation in connection with, and purchased with the proceeds of, another series of industrial revenue bonds subsequently issued by the City or is otherwise exempt from taxation by Kansas law. Further, and notwithstanding anything in this Agreement to the contrary, the property tax exemption referred to in this Section shall not exempt the Scannell Building 3B Project or any portion thereof from any tax levy which, at the time of the issuance of the Bonds, cannot be abated pursuant to Kansas law.

3. **Distribution of Payment**. All payments in lieu of taxes shall be distributed to all applicable taxing subdivisions in the County, as provided in K.S.A. 12-1742.

4. **Default**. Should the Company fail to make the payments described in this Agreement or fail to comply with the Tax Abatement Policy as set forth in Section 5 below, or if a default shall occur under the Lease and not be cured within any time period permitted under the Lease, this Agreement may be terminated at the option of the City effective on the date in the year such payment was originally due or the date of such default, as applicable, and the Company agrees that from and after such termination date, in lieu of any payments hereunder (including PILOTs), it shall pay in full the regular amount of ad valorem property taxes on the property constituting the Scannell Building 3B Project, including the portion of the Scannell Building 3B Project financed with the Bonds, on the dates and in the percentages ad valorem property taxes are due in the State of Kansas. Should the Company fail to fulfill the community benefit provisions set forth in Section 6 below or otherwise fail to satisfy any of the conditions set forth on *Exhibit C* used to calculate the tax abatement percentage of the Scannell Building 3B Project, this Agreement shall not be terminated but the abatement percentage set forth in *Exhibit C* may be reduced at the option of the City by the amount of such percentage(s) set forth in *Exhibit C* corresponding to such failure, effective on the date of such failure or nonperformance, and the Company agrees that from and after such date, it shall pay such additional PILOTs on the property constituting the Scannell Building 3B Project, including the portion of the Scannell Building 3B Project financed with the Bonds, as set forth in *Exhibit C*. As a condition precedent to the City's exercise of any remedies under this Section 4, however, the City shall first give the Company written notice of such event of default or nonperformance, and the Company shall have a period of sixty (60) days to cure such event of default or nonperformance; provided, that if such event of default or nonperformance cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or nonperformance, no event of default or nonperformance shall occur so long as the Company shall prosecute and complete such cure with due diligence and dispatch.

5. **Subject to Tax Abatement Policy**. This Agreement is subject to all terms and provisions of the "POLICY AND PROCEDURES FOR ISSUING INDUSTRIAL REVENUE BONDS IN BONNER SPRINGS, KANSAS" dated September 12, 2005, and revised October 11, 2011 and September 25, 2017, attached hereto as *Exhibit D* (the "Tax Abatement Policy"); provided, however, in the event of any conflict between the provisions of the Tax Abatement Policy and this Agreement, the terms and provisions of this Agreement shall control. City agrees that any amendments, modifications or revisions to the Tax Abatement Policy made after the effective date of City Resolution No. 2024-14, which would impose additional requirements or obligations upon the Scannell Building 3B Project or under this Agreement shall not be applicable to the Scannell Building 3B Project or this Agreement.

6. **Community Benefits**. A portion of the tax abatement percentage (as more particularly described on *Exhibit C*) is contingent upon an investment, donation or contribution by the Company or permitted assigns in community programs or other community benefits in an amount not less than $17,500 per year in each of the 10 calendar years that the abatement is in place. Such investment, donation or contribution shall include membership in the Bonner Springs Chamber of Commerce and the Wyandotte Economic Development Council and may include, by way of example without limitation, any one or more of the following:

   a. Providing a community impact grant to community organizations including but not limited to: Recreation Scholarship Fund, Tiblow Transit, the Bonner Springs/Edwardsville Education Foundation, and/or Vaughn-Trent Community Services;

b. Developing and funding a student internship/teacher externship program with the Bonner Springs/Edwardsville School District;
c. Sponsoring or funding a City event or recreation program or sidewalk or trail connection;
d. Providing funding for the City's annual heritage festival, Tiblow Days;
e. Developing and funding an employee volunteer program focused on adopting a City park or another volunteer engagement program with the City;
f. A donation to charitable organizations operating in Bonner Springs, Kansas (including, by way of example without limitation, local food banks, mental health organizations, United Way, Salvation Army, homeless shelters, etc.) in amounts determined at the sole discretion of the Company;
g. A donation to the City in amounts determined at the sole discretion of the Company, to be used by the City for any of the above-described programs or activities;
h. Any other purpose agreed upon by the City and the Company; or
i. The Company may decide, in its discretion, to make an annual investment, donation or contribution to the City, in an amount equal to $17,500 less the sum of all other investments, donations or contributions made pursuant to this Section and attributable to the year in question, which the City may apply to one or more of the foregoing community benefits in its discretion.

On or prior to February 1 of each year, starting in the second full calendar year of the abatement, the Company shall provide such documentation as is reasonably requested by the City to confirm that, for the prior calendar year, the Company complied with the community benefits described above.

7. **Approval of Exemption**. This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the portion of the Scannell Building 3B Project financed with proceeds of the Bonds from ad valorem property taxation in accordance with Kansas law, including K.S.A. 79-201a *Second* or *Twenty-Fourth*, and upon receipt by the City from the Company of all information necessary to file the Application for Exemption with the Kansas Board of Tax Appeals by no later than February 1, 202_. The Company acknowledges that the exemption must be annually renewed and agrees to provide the City with information to complete the annual renewal by February 1 of each year in which the exemption is in place.

8. **Payment of Fees and Expenses**. This Agreement is conditioned on payment when due by the Company of the City's application fee, closing fee, origination fee, and renewal fees described in the Tax Abatement Policy; provided, however, that the origination fee, calculated as 1% of the par amount of the Bonds issued for the Scannell Building 3B Project and payable by the Company per the Tax Abatement Policy, shall be payable as follows:

a. One-half (1/2) of such origination fee shall be paid to the City on or prior to the Bond closing; and
b. One-tenth (1/10) of such origination fee shall paid to the City on or prior to December 20 in each of the first five (5) years of the ten-year exemption from ad valorem property taxes under this Agreement.

Notwithstanding the foregoing, the Company shall have the option to pre-pay (or cause to be pre-paid), without penalty, all or any portion of the origination fee.

9. **Counterparts**. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

10. **Transferability**. The benefits of this Agreement may not be transferred to any assignee of the Company without the written consent of the City; provided, however, that the Company may assign this Agreement without the consent of the City: (a) if the assignee is an entity with which the Company has merged in accordance with [Section 9.4] of the Lease; (b) to any affiliate of the Company or to the Company's successors in interest (whether by merger, consolidation or otherwise); (c) to a lender via collateral assignment for financing purposes; or (d) to one or more owners or end-users of the Scannell Building 3B Project approved (or deemed approved) by the City pursuant to the procedure set forth in Section 11 below, provided any assignment pursuant to (b) or (d) above shall be subject to providing the City with a fully-executed assignment and assumption agreement, pursuant to which the assignee expressly assumes and agrees to be bound by the obligations so assigned, in which event the City agrees to release the Company from any further obligations or liabilities with respect to the obligations so assigned and assumed.

11. **Use Restrictions**. The Scannell Building 3B Project may be developed and used in accordance with the City of Bonner Springs, Kansas Zoning Ordinance, referenced in Section 17-201 of the Code of the City of Bonner Springs, including those uses permitted in the "I-1" Light Industrial District, subject to the following procedure:

    a. The term "Restricted Uses" shall mean: any establishment selling or exhibiting, or widely known to be directly associated with, pornographic materials, drug-related paraphernalia, products displaying racist or hate speech, or other morally repugnant use.
    b. The Company shall not be allowed to sublease or convey the Scannell Building 3B Project to a proposed user until the City Manager of the City first receives prior written notice, including the name and general nature of the proposed user (or, if confidential, such other information reasonably requested by the City Manager), and a period of fifteen (15) days to: (i) approve such user, (ii) if the City Manager reasonably determines the proposed user may constitute a Restricted Use, place the matter on the next available City Council agenda for consideration to approve the proposed user, or deny the proposed user on the basis that it constitutes a Restricted Use; or (iii) deny the proposed user (with a right to appeal to the City Council on the next available City Council agenda). It is the parties' intent that the City approval right be limited to Restricted Uses, that such approval not be arbitrarily withheld or denied, and that such approval not be withheld, conditioned or delayed for the purpose of preventing a proposed user from competing with an existing City business or for any other purpose other than the proposed user constitutes a Restricted Use. In the event any proposed user is not approved, denied, or placed on the next available City Council agenda, within the aforementioned fifteen (15) day period, the proposed user will be deemed approved.

12. **No Waiver**. No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

13. **Governing Law**. This Agreement shall be governed by the laws of the State of Kansas.

[*remainder of page left blank intentionally*]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by a duly authorized official, such signature to be attested by a duly authorized officer and its official seal to be applied, and the Company has caused this Agreement to be executed by a duly authorized officer, as of the day and year first above written.

CITY OF BONNER SPRINGS, KANSAS

By:____
Thomas A. Stephens, Mayor

(SEAL)

ATTEST:

By: ____________________________________
Christina Brake, City Clerk

SCANNELL PROPERTIES #673, LLC,
an Indiana limited liability company

By: ____
[*name, title*]

[SEAL, if any]

4861-1707-8761.4

EXHIBIT A

DESCRIPTION OF THE SCANNELL BUILDING 3B PROJECT SITE

Lot 1, COMPASS 70 LOGISTICS CENTER, a subdivision in the City of Bonner Springs, Wyandotte County, Kansas.

EXHIBIT B

DESCRIPTION OF THE SCANNELL BUILDING 3B PROJECT IMPROVEMENTS

All buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds, together with all substitutions and replacements for any of the foregoing property.

EXHIBIT C

ANNUAL PILOT

Lease Year	Tax Year	PILOTs (#1-5 met)	Add'l PILOTs (#5 not met)	Add'l PILOTs (#4 not met)	Add'l PILOTs (#3 not met)	Add'l PILOTs (#2 not met)
1	2026	$140,985	$11,628	$11,628	$23,256	$46,511
2	2027	$144,474	$11,919	$11,919	$23,837	$47,674
3	2028	$148,049	$12,216	$12,216	$24,433	$48,866
4	2029	$151,714	$12,522	$12,522	$25,044	$50,088
5	2030	$155,471	$12,835	$12,835	$25,670	$51,340
6	2031	$159,321	$13,156	$13,156	$26,312	$52,623
7	2032	$163,268	$13,485	$13,485	$26,969	$53,939
8	2033	$167,313	$13,822	$13,822	$27,644	$55,287
9	2034	$171,460	$14,167	$14,167	$28,335	$56,669
10	2035	$175,710	$14,522	$14,522	$29,043	$58,086
		$1,577,765	$130,271	$130,271	$260,542	$521,083

The PILOTs set forth above and payable each year reflect a 70% abatement on the estimated value of the Scannell Building 3B Project plus the existing $1,452 tax liability for the unimproved Scannell Building 3B Project Site (payable pursuant to City policy). The 70% level of abatement is comprised of, and conditioned on, the following:

1. 50% standard level of abatement per City policy;
2. 10% additional abatement based on a minimum total capital investment in the Scannell Building 3B Project of at least $50 per square foot for building improvements, excluding furniture, fixtures, and equipment;
3. 5% additional abatement commencing in the calendar year following the substantial completion of construction, as reflected by the issuance of one or more temporary certificates of occupancy, of a minimum of 500,000 square feet, in the aggregate, across one or more facilities (including the Scannell Building 3B Project), located in the approximately 53-acre area adjacent to, and including, the Scannell Building 3B Project Site;
4. 2.5% additional abatement based on the community benefits set forth in Section 6 of this Agreement; and
5. 2.5% additional abatement based on substantial completion of the Scannell Building 3B Project, as reflected by the issuance of a temporary certificate of occupancy and the issuance of the Bonds for the Scannell Building 3B Project, on or before December 31, 2027.

If the Company should fail to satisfy any of the conditions described in paragraphs 2 through 5, above with respect to the Scannell Building 3B Project, subject to the Company's right to cure, the additional tax abatement percentage associated with such condition or conditions shall be subtracted from the maximum seventy percent (70%) abatement percentage available for the Scannell Building 3B Project. By way of example, if the minimum investment in the Scannell Building 3B Project is less than $50 per square foot as set forth in paragraph 2, above, the tax abatement percentage shall decrease to sixty percent (60%). Upon such reduction in the tax abatement percentage, the PILOTs set forth in the "PILOTs (#1-5 met)" column above shall be increased for the Scannell Building 3B Project by the amounts associated with such requirement and described in the applicable "Add'l PILOTs" column(s) above.

The PILOTs in the schedule above are based on an estimated appraised value of $48.50 per square foot for the Scannell Building 3B Project commencing with the 2026 calendar year and increasing at a rate of 2.5% per year thereafter during the term of such abatement. In the event the term of the abatement as provided in this Agreement does not commence until after the 2026 calendar year, the appraised value per square foot used to recalculate the PILOTs in the schedule above will still increase after the 2026 calendar year at the rate of 2.5% per year until the commencement of, and through the term of, such abatement; specifically, the abatement term (i.e., 'Lease Year' 1 through 'Lease Year' 10, inclusive) will be adjusted accordingly to mean the ten (10) year period commencing January 1st of the 'Tax Year' following the calendar year in which the Bonds are issued for the Scannell Building 3B Project, with PILOTs payable in the amounts corresponding to each Tax Year in the table above for the duration of such abatement term. By way of example, if the Bonds are issued for the Scannell Building 3B Project in 2027 such that the abatement term commences in 2028, an appraised value of $50.96 per square foot (rather than $48.50 per square foot) will be used to recalculate the Lease Year 1 PILOTs, an appraised value of $52.23 per square foot (rather than $48.50 per square foot) will be used to recalculate the Lease Year 2 PILOTs, and so on and so forth through the expiration of such abatement term.

There shall be no adjustment to the PILOTs in the schedule above in the event the actual appraised value per square foot of the Scannell Building 3B Project during the term of the abatement is higher or lower than the estimated appraised value used by the parties to this Agreement to calculate the PILOTs for each year; provided, however, that the PILOT schedule above shall be increased if the actual size of the Scannell Building 3B Project exceeds 243,984 gross square feet, based upon an assumed appraised value of $48.50 per square foot for the 2026 tax year, increasing at a rate of 2.5% per year, from and after the 2026 tax year, and calculated in the same manner as used to calculate the PILOTs set forth in this *Exhibit C*.

In addition to the PILOTs set forth above, the Company shall timely remit all general ad valorem real and personal property taxes attributable to (i) any portion of the Scannell Building 3B Project not financed with the proceeds of industrial revenue bonds and not otherwise exempt from taxation and (ii) any tax levy which, at the time of the issuance of the Bonds, cannot be abated pursuant to Kansas law.

EXHIBIT D

TAX ABATEMENT POLICY

[*to be inserted*]

EFFECTIVE DATE: NOVEMBER ___, 2025

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF BONNER SPRINGS, KANSAS

AND

SCANNELL PROPERTIES #673, LLC

DATED AS OF NOVEMBER 1, 2025

NOT TO EXCEED $22,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2025
(SCANNELL BUILDING 3B – LOT 1 PROJECT)

4922-6212-3629.1

BOND PURCHASE AGREEMENT

On the basis of the representations and upon the terms and conditions of this Bond Purchase Agreement dated as of November 1, 2025 (this "Agreement") and effective as of the date set forth on the cover page hereof (the "Effective Date"), **SCANNELL PROPERTIES #673, LLC**, an Indiana limited liability company and purchaser hereunder (the "Company"), offers to purchase up to $22,000,000 principal amount of the Industrial Revenue Bonds (Taxable Under Federal Law), Series 2025 (Scannell Building 3B - Lot 1 Project) (the "Series 2025 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 October [27], 2025 (the "Ordinance"), and in accordance with a Trust Indenture dated as of November 1, 2025 (the "Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"), for the Series 2025 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 November 1, 2025 (the "Base Lease"), and leased back to the Company under a Lease dated as of November 1, 2025 (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 2025 Bonds will have been duly authorized, executed, authenticated, issued and delivered; and, the Series 2025 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 2025 Bonds, the Indenture, the Base Lease, the Lease, and the PILOT Agreement (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 under the laws of the state of Indiana, and in good standing under the laws of the states of Indiana and Kansas, and is duly authorized and qualified to do business in 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 2025 Bonds, this Agreement, the Base Lease, the Lease, and the PILOT Agreement 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, the PILOT Agreement, 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 2025 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 2025 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 2025 Bonds.

(D) The Company acknowledges and agrees that the Series 2025 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 2025 Bond, each purchaser of a Series 2025 Bond (except for the Issuer and the Company) will be deemed to (1) have represented that the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds, and the Company is able to bear the economic risks of such investment.

(F) The Company, as purchaser, hereby acknowledges that the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds at a purchase price equal to the aggregate principal amount of the Series 2025 Bonds funded in accordance with this Agreement up to a maximum principal amount of $22,000,000. The Series 2025 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 2025 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 2025 Bonds in an amount not less than $100,000, the Series 2025 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 2025 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 2025 Bonds, as provided in the Indenture. The funding of the initial payment for the Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds or contesting the issuance or the validity of the Series 2025 Bonds, the Ordinance, or any of the City's Documents and that none of the proceedings or authority for the issuance of the Series 2025 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 2025 Bonds hereunder and other arrangements satisfactory to the Issuer and the Company for the purchase of the Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds or in any way contesting or affecting any authority for issuance or the validity of the Series 2025 Bonds, the Base Lease, the Lease, the PILOT Agreement, 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 2025 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 2025 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 2025 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:

Scannell Properties #673, LLC
8801 River Crossings Blvd., Suite 300
Indianapolis, Indiana 46240
Attention: General Counsel

With a copy to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: M. Kevin Lee, Esq.

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.

SCANNELL PROPERTIES #673, LLC,
an Indiana limited liability company

By: ______________________________________
Marc Pfleging, Manager

"COMPANY" AND "PURCHASER"

CITY OF BONNER SPRINGS, KANSAS

AS ISSUER

AND

SCANNELL PROPERTIES #673, LLC
AS TENANT

LEASE

DATED AS OF NOVEMBER 1, 2025

RELATING TO
NOT TO EXCEED $22,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2025
(SCANNELL BUILDING 3B – LOT 1 PROJECT)

4916-0768-1133.2

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ARTICLE XXI

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LEASE

THIS LEASE, made and entered into as of November 1, 2025 (this "Lease"), between the **CITY OF BONNER SPRINGS, KANSAS** (the "Issuer" and the "City"), and **SCANNELL PROPERTIES #673, LLC**, an Indiana 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 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 2025 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 under the laws of the state of Indiana, and in good standing under the laws of the states of Indiana and Kansas, and is duly authorized and qualified to do business in 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 and has not obtained the necessary consent thereunder, 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 2025 Bonds, plus interest on the Series 2025 Bonds during acquisition, construction and equipping of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Series 2025 Bonds, will not be less than the aggregate face amount of the Series 2025 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 accompanying exemption from ad valorem taxation for 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 2025 Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Series 2025 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 February 1, 2036, 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 2025 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 2025 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 2025 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 parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed, or purchased with the proceeds of the Series 2025 Bonds is entitled to exemption from ad valorem taxation for a period up to 10 calendar years after the calendar year in which the Series 2025 Bonds are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made. The Issuer and the Company acknowledge that the agreement with respect to such exemption and the Company's obligations to make certain payments in lieu of taxes is set forth in full in the PILOT Agreement; provided, however, that the Issuer and the Company agree that an Event of Default under this Lease constitutes a default under the PILOT Agreement.

The Issuer and the Company shall compile the information necessary for the Company to file the application for exemption with the Kansas Board of Tax Appeals. Additionally, the Company shall submit the annual claim form to the tax abatement coordinator or such other county official of Wyandotte County, Kansas and/or the Kansas Board of Tax Appeals no later than the first day of February of each year in which the exemption is in place. The Company shall deliver to the Issuer copies of the application for the exemption and the annual claim forms upon submission to Wyandotte County, Kansas and/or the Kansas Board of Tax Appeals.

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, 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, the Base Lease, and/or the PILOT Agreement 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 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 written 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.

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 October ____, 2025, 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.

SCANNELL PROPERTIES #673, LLC,
an Indiana limited liability company

By: ______________________________________
Marc Pfleging, Manager

"TENANT" AND "COMPANY"

ACKNOWLEDGMENT

STATE OF ___________)
) SS.
COUNTY OF _________)

The foregoing instrument was acknowledged before me on _____________, 2025, by Marc Pfleging, who acknowledged himself to be the Manager of **SCANNELL PROPERTIES #673, LLC,** an Indiana 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
(SCANNELL BUILDING 3B – LOT 1 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 Scannell Properties #673, LLC, an Indiana 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 November 1, 2025, 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__.

SCANNELL PROPERTIES #673, LLC,
an Indiana 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 Scannell Properties #673, LLC, an Indiana limited liability company (the "Company"), as tenant under a certain Lease dated as of November 1, 2025, 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 2025 (Scannell Building 3B – Lot 1 Project) issued pursuant to a certain Trust Indenture dated as of November 1, 2025 (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.

SCANNELL PROPERTIES #673, LLC,
an Indiana 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 February 1 of each year commencing February 1, 2026, 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 February 1, 2036, 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; or

(e) A default under the PILOT Agreement.

"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 Security Bank of Kansas City or another bank or financial institution, or its successors and 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 (other than Security Bank of Kansas City), 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:

Scannell Properties #673, LLC
8801 River Crossings Blvd., Suite 300
Indianapolis, Indiana 46240
Attention: General Counsel

With a copy to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: M. Kevin Lee, Esq.

(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

"PILOT Agreement" means the Payment in Lieu of Tax and Performance Agreement Building 3B Project, delivered concurrently with the Indenture, by and between the Company and the Issuer, as from time to time amended and supplemented in accordance with the provisions thereof.

"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 2025 (Scannell Building 3B – Lot 1 Project) (the "Series 2025 Bonds"):

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

Lot 1, COMPASS 70 LOGISTICS CENTER, a subdivision in the City of Bonner Springs, Wyandotte County, Kansas.

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 2025 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 2025 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

SECURITY BANK OF KANSAS CITY,
KANSAS CITY, KANSAS

AS TRUSTEE

TRUST INDENTURE

DATED AS OF NOVEMBER 1, 2025

NOT TO EXCEED $22,000,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2025
(SCANNELL BUILDING 3B – LOT 1 PROJECT)

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of November 1, 2025 (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 2025 (Scannell Building 3B – Lot 1 Project), in the principal amount not to exceed $22,000,000 (the "Series 2025 Bonds"), for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including real estate, buildings, improvements, and equipment (the "Improvements"), generally located southwest of Riverview Avenue and 110th Street within the City, and to lease the Project (defined herein) to Scannell Properties #673, LLC, an Indiana 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 2025 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 2025 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2025 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 2025 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 2025 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 2025 (Scannell Building 3B – Lot 1 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 $22,000,000 principal amount of the Series 2025 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 2025 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 2025 Bond, each transferee of a Series 2025 Bond (except for the Issuer and the Original Purchaser) will be deemed to (1) have represented that the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture a series of Bonds in the principal amount not to exceed $22,000,000 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 2025 (Scannell Building 3B – Lot 1 Project)." The Series 2025 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 2025 Bonds as shown on *Schedule A* to the Series 2025 Bond at the Interest Rate and shall mature on the Maturity Date. The Series 2025 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 2025 Bond to evidence the funding of proceeds from the sale of the Series 2025 Bonds and the payment of principal of and interest on the Series 2025 Bonds, and each such notation and the principal amount shown on *Schedule A* to the Series 2025 Bond shall be conclusive of the outstanding principal amount owing with respect to such Series 2025 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 2025 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 2025 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2025 Bonds.

(d) Upon the original issuance and delivery of the Series 2025 Bonds, the effective date of registration shall be their Dated Date.

(e) The Series 2025 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 2025 Bonds and the execution of this Indenture, the Base Lease, the Lease, the PILOT Agreement (as defined herein), 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 PILOT Agreement;

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

(vii) An opinion of Bond Counsel to the effect that the Series 2025 Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Series 2025 Bonds is exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein;

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

(ix) A request and authorization to the Trustee on behalf of the Issuer, executed by the Mayor, to authenticate the Series 2025 Bonds 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

(x) Such other certificates, statements, opinions, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2025 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 2025 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2025 Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the Purchase Price of the Series 2025 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 2025 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 2025 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 2025

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 2025 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 2025 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 2025 Bonds.

Section 302. Redemption of Series 2025 Bonds. The Bonds shall be subject to redemption as follows:

(a) Extraordinary Optional Redemption. In the event of a Change of Circumstances, the Series 2025 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 2025 Bonds are so redeemed and paid according to their terms;

(b) Optional Redemption. The Series 2025 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 2025 Bonds pursuant to this subsection shall not result in Series 2025 Bonds Outstanding being in an amount less than an Authorized Denomination;

(c) Sinking Fund Redemption. The Series 2025 Bonds shall be subject to the mandatory redemption and payment from the sinking fund described in this Indenture beginning February 1, 2026, and on each February 1 thereafter pursuant to the redemption schedule described herein, at the par value of the principal amount plus accrued interest thereon to the date fixed for redemption and payment, without premium. The principal amount of the Series 2025 Bonds to be redeemed on each Principal Payment Date from February 1, 2026 through February 1, 2035, shall equal $500,000 annually, with the remaining unpaid principal due on the Maturity Date, provided if the principal amount Outstanding is less than $500,000, the principal amount to be redeemed shall be less than $500,000, provided further that no redemption prior to the final Principal Payment Date shall reduce the principal amount of the Series 2025 Bonds Outstanding, after effecting such redemption, below $100,000. No instructions of redemption shall be required from the Issuer or the Company to effect the redemptions described in this Section 302(c) and no notice of redemption shall be required. The payments of Basic Rent specified in the Lease which are to be deposited in the Principal and Interest Payment Account created by this Indenture as sinking fund deposits shall be sufficient to redeem (after credit as provided in this Indenture) and the Issuer hereby agrees to redeem the principal amounts described in this subsection at the times specified in this subsection; and

(d) Extraordinary Mandatory Redemption. The Series 2025 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 2025 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 2025 Bonds has not been previously canceled by the Trustee or previously applied as a credit against any redemption or payment obligation hereunder. The Series 2025 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 2025 Bonds. The cancellation of Series 2025 Bonds pursuant to this Section shall not result in Series 2025 Bonds Outstanding being in any amount less than an Authorized Denomination, except for any final redemption of the Series 2025 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 2025 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 (except with respect to sinking fund redemption pursuant to Section 302 of this Indenture, no further notice of which is required). 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 2025 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 (Scannell Building 3B – Lot 1 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 2025 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 2025 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 (Scannell Building 3B – Lot 1 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 2025 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, all sums due in accordance with the terms of the PILOT Agreement, 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:

First: 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

Second: 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, the Lease, and the PILOT Agreement. 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, the Lease, or the PILOT Agreement 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 October ____, 2025, 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 __________________, 2025, by ____________________, as ____________________, and ____________________, as ____________________, on behalf of **SECURITY BANK OF KANSAS CITY**, 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 2025 BOND, EACH PURCHASER OF A SERIES 2025 BOND (EXCEPT FOR THE ISSUER AND THE ORIGINAL PURCHASER) WILL BE DEEMED TO (1) HAVE REPRESENTED THAT THE SERIES 2025 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 2025 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 2025 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 $22,000,000

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

INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW)
SERIES 2025
(SCANNELL BUILDING 3B – LOT 1 PROJECT)

Interest Rate:	Maturity Date:	Dated Date:
6.00%	February 1, 2036	November ____, 2025

Registered Owner: Scannell Properties #673, LLC
8801 River Crossings Blvd., Suite 300
Indianapolis, Indiana 46240
Tax ID# __________

Principal Amount: Up to Twenty-Two Million Dollars (as evidenced on *Schedule A* to this Series 2025 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 2025 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed $22,000,000 (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 February 1 (the "Interest Payment Date") of each year commencing on February 1, 2026, 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 2025 (Scannell Building 3B – Lot 1 Project)," in the principal amount not to exceed $22,000,000 (the "Series 2025 Bonds"), issued for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including real estate, buildings, improvements, and equipment (the "Improvements") as further described in the herein-defined Indenture, generally located southwest of Riverview Avenue and 110th Street within the City (the "Project"), to be leased by Scannell Properties #673, LLC, an Indiana limited liability company (the "Company"), to the Issuer pursuant to a Base Lease Agreement between the Company and the Issuer dated as of November 1, 2025 (the "Base Lease"), and leased back to the Company by the Issuer under the terms of a Lease dated as of November 1, 2025 (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 2025 Bonds and any Additional Bonds (being herein referred to collectively as the "Bonds").

The Series 2025 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of November 1, 2025 (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 2025 Bonds (the Series 2025 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 2025 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 2025 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 2025 Bonds shall not result in Series 2025 Bonds Outstanding being in an amount less than an Authorized Denomination.

Sinking Fund Redemption. The Series 2025 Bonds shall be subject to the mandatory redemption and payment from the sinking fund described in the Indenture beginning February 1, 2026, and on each February 1 thereafter pursuant to the redemption schedule described herein, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium. The principal amount of the Series 2025 Bonds to be redeemed on each Principal Payment Date from February 1, 2026 through February 1, 2035, shall equal $500,000 annually, with the remaining unpaid principal due on the Maturity

Date, provided if the principal amount Outstanding is less than $500,000, the principal amount to be redeemed shall be less than $500,000, provided further that no redemption prior to the final Principal Payment Date shall reduce the principal amount of the Series 2025 Bonds Outstanding, after effecting such redemption, below $100,000. No notice of sinking fund redemption shall be provided to the Owner of this Bond.

Extraordinary Mandatory Redemption. The Series 2025 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 2025 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 (Scannell Building 3B – Lot 1 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 (Scannell Building 3B – Lot 1 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

(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 2025 (Scannell Building 3B – Lot 1 Project), in the principal amount not to exceed $22,000,000 (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 2025
(SCANNELL BUILDING 3B – LOT 1 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 2025 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 2025 Bonds, the principal amount Outstanding as shown on *Schedule A* to the Series 2025 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 2025 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 2025 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 2025 Bonds, means the Owner of 100% of the aggregate principal amount of the Outstanding Series 2025 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 Scannell Properties #673, LLC, an Indiana 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 December 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; or

(e) A default under the PILOT Agreement.

"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 2025 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 2025 Bonds, the Interest Payment Date is February 1 of each year, commencing February 1, 2026.

"Interest Rate" means, (a) with respect to the Series 2025 Bonds, 6.00% 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 2025 Bonds, the Maturity Date is February 1, 2036.

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

"Notice Representative" means:

(1) With respect to the Company, a 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 2025 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.

"PILOT Agreement" means the Payment in Lieu of Tax and Performance Agreement Scannell Building 3B Project, delivered concurrently with this Indenture, by and between the

Company and the Issuer, as from time to time amended and supplemented in accordance with the provisions thereof.

"Principal and Interest Payment Account" means the "City of Bonner Springs, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Scannell Building 3B – Lot 1 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 2025 Bonds, the Principal Payment Date is February 1 of each year commencing February 1, 2026 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 2025 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 (Scannell Building 3B – Lot 1 Project)."

"Purchase Price" means (a) with respect to the Series 2025 Bonds, any amount of money up to $22,000,000, which may be funded in increments as provided in Section 4.2 of the Lease; provided, however, that the initial funding of the Series 2025 Bonds must occur on the date of original delivery of the Series 2025 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 2025 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 2025 Bonds" mean the City of Bonner Springs, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2025 (Scannell Building 3B – Lot 1 Project), in the principal amount not to exceed $22,000,000.

"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.

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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 2025 (Scannell Building 3B – Lot 1 Project) (the "Series 2025 Bonds"):

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

Lot 1, COMPASS 70 LOGISTICS CENTER, a subdivision in the City of Bonner Springs, Wyandotte County, Kansas.

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 2025 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 2025 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.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF BONNER SPRINGS, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2025 (SCANNELL BUILDING 3B – LOT 1 PROJECT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $22,000,000 FOR THE PURPOSE OF FINANCING THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING AND FURNISHING A COMMERCIAL FACILITY; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS (SCANNELL BUILDING 3B – LOT 1 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. 2024-14 of the Issuer adopted on October 14, 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 $22,000,000 for the purpose of financing the costs of acquiring, constructing, equipping, and furnishing a warehouse, distribution, and office facility, including real estate, buildings, improvements and equipment (the "Project"), and further authorized the execution of a Payment in Lieu of Tax and Performance Agreement Building 3B Project (the "PILOT Agreement"), by and between the Issuer and Scannell Properties #673, LLC, an Indiana limited liability company (the "Company"), providing for a property 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 2025 (Scannell Building 3B – Lot 1 Project), in the principal amount not to exceed $22,000,000, (the "Bonds"), for the purpose of paying the costs of acquiring, constructing, equipping, and furnishing the Project, as more fully described in the Indenture, in the Base Lease and in the Lease hereinafter authorized, and authorizing the Issuer to lease the Project to the Company; 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 (the "Trustee"), as trustee, or such other bank designated by the Company and approved by the Mayor, 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 and equipped and leased to the Company in consideration of payments of Basic Rent and other payments as defined and provided for therein, (iv) a Bond Purchase Agreement providing for the sale of the Bonds by the Issuer to the Company, and (v) the PILOT Agreement (the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement and the PILOT 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 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. Tax Exemption; Payment in Lieu of Taxes. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Bonds is subject to exemption from ad valorem property taxes for ten years commencing the year following the year in which the Bonds are issued, provided proper application is made therefor to the Kansas Board of Tax Appeals. The Issuer further determines that the Project shall be exempt from such taxes for ten years, commencing in the year after the Bonds are issued, subject to an annual payment in lieu of taxes and other terms and conditions of the PILOT Agreement. In making such determination the Governing Body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Company is responsible for preparing such application and providing the same to the City for its review and submission.

Section 5. 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 6. 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 7. 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 October 27, 2025.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

____
Thomas A. Stephens, Mayor

ATTEST:

____
Christina Brake, City Clerk

City Manager's Update

Date: October 24, 2025

To: Mayor and City Council

GENERAL:

- **New Business Updates:**
  - **DMV Satellite Office** – Now open! When a ribbon cutting is scheduled, I will send out the details.
  - **QuikTrip** – Opening November 20th! Join us for the Ribbon Cutting at 9am on opening day!
  - **Range 23** – Continues to remodel the interior of their new space at 127 Oak Street, and will continue to operate their Taproom in the meantime. Their brewery space will open in 2026 with a date to be determined.
- **Employee Recognition** – Alli Campbell has worked for Bonner Springs for nearly 8 years. She is an amazing co-worker that puts her heart into her job. She shows true compassion on calls going as far as holding someone's hand as she helps them through a panic attack. She shows this same level of compassion and caring with her own crew members helping them talk through difficulty calls as she is part of the BSFD Peer Support Team. Her personality is warm and uplifting which creates a positive working environment. Since the merger of the EMS and Fire Department I have seen a spark grow into a fire (pun intended) for her desire (yes it rhymed) to learn more on the fire side. She puts in the work and even got her driver and ariel operator.

  These are just a few of the things to mention about how great of an employee she is. She is an amazing, compassionate, caring and driven individual that continues to put her heart into BSFD and the department is a better place for it. *Nomination submitted by Captain Mike Whim*

LIBRARY:

Visit the library's website HERE for details on upcoming events.

FIRE DEPARTMENT:

- Total number of alarms YTD as of 10-19-2025: 1,491
  - EMS: 947
  - Fire: 40
  - Other: 504
- All Fire Department full time staff attended and participated in the all-city staff training day.
- Deputy Chief hiring process has completed. Candidate chosen to be the new Deputy Fire Chief.
- Two of three crews completed training with the Kansas City, Kansas Fire Department on Technical Hazardous Materials responder decontamination. This 3-hour exercise was very successful and set the ground work for further collaborative training exercises.

- Crews received a 2-hour class from our Medical Director, Dr. Allison Briggs on triage, airway and medication administration.
- Inspections were conducted for the upcoming Linemans' Rodeo on Saturday, October 18th.
- Auto-Aid / Mutual-Aid responses YTD:
    - KCKFD:
        - To: 150
        - From: 45
    - Edwardsville:
        - To: 88
        - From: 119
    - Fairmount:
        - To: 14
        - From: 9
    - To Leavenworth County District 2: 8

  (to and from LVCO D2 and Fairmount are calls on I-70)

PUBLIC WORKS:

- Street Maintenance
    - Completed full-depth patching on 134th Street ahead of resurfacing
    - Utility patch repairs completed on Allcutt and Spring streets.
    - Final grading and turf restoration completed along Kansas Avenue at recent culvert site
    - Continued mowing and trimming city properties and tractor mowing of the Loops fields
- Parks & Building Maintenance
    - Installed memorial bench at Kelly Murphy Park, completed dirt work and grass seeding
    - Planted two cherry trees at Centennial Park to replace declining trees
    - Overseeded and fertilized turf at Soccer fields, City Hall, and Police Department.
    - Final game prep for Kickball Field 1
    - Scheduled stump grinding throughout city parks for October 23
    - Installed floor drains in the new Water Shop
    - Painted interior at Animal Control
    - Coordinated heater installation for the new vehicle building
- Utility Maintenance
    - Completed water service disconnections at 120 Oak Street
    - Replaced one fire hydrant and raised another on Locust Street
    - Performed routine Cl_2 sampling, utility locates, and system maintenance
    - Hauled AB-3 base rock to the new shop site
- Water & Wastewater Plant Operations
    - Booster station fully operational following internal water damage
    - Repairs included pump replacement, VFD fan service, and SCADA PLC reset
    - Current water quality:
        - Hardness: 153 mg/L
        - Manganese: 0.023 mg/L
        - No water quality complaints received
    - UV disinfection system performing well
    - Awaiting KDHE approval to trial phosphorus-lowering chemical RE-76
    - EPA Compliance Plan submitted by the October 5 deadline
    - Lift Stations:
        - All stations operational
        - Lift Station #9 second pump reinstalled after rebuild

        - Lift Station #2: $12,000 quote received for 3rd skid pump replacement; system has run on standby pumps for 3+ years while we negotiate with insurance on the claim.
- 138th Street Reconstruction
    - Phase II construction is underway
    - Whispering Hills residents are now accessing via Morse Ave
    - Pratt Ave and Woodmont Dr closed at 138th for grading operations
    - Current construction progress:
        - Water System: 100%
        - North/South Retaining Walls: 100%
        - Excavation (Phase I): 95%
        - ATMOS Gas Line: 100%
        - Storm Sewer: 70%
        - Fill Area Phase II: 90%
        - Base Asphalt Paving: 25%
        - Curb & Gutter: 20%
    - Contractor is now raising the road grade with fill material
    - Revised Completion Estimate: Early Spring 2026 following winter shutdown
    - Final surface paving, markings, and restoration to occur post-winter
- 2025 Street Resurfacing Project
    - Milling operations expected to be completed by October 23
    - New asphalt surface to be installed shortly thereafter, continuing through the following week
- Vehicle Storage Building
    - Footings are under construction
    - Concrete slab pour scheduled for the week of October 27
    - Building delivery expected December 12, with erection to begin immediately after

Bonner Springs Mayor's Report

Date: October 27, 2025
To: City Council

General

- Provided a Welcome for the Staff Team Building gathering on 10/13.
- Was excited to be the first citizen served by the new DMV satellite on 10/16.
- Conducted the Mayor's Youth Council on 10/23.

Boards

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Events

-