

**December 17, 2024**  
**City Commission Room, 701 N. Jefferson, Junction City KS 66441**

**Mayor Pat Landes**  
**Vice Mayor Ronna Larson**  
**Commissioner Jeff Underhill**  
**Commissioner Al Gordon**  
**Commissioner Richard Pinaire**  
**Interim City Manager Gerry Vernon**  
**City Attorney Britain Stites**  
**City Clerk Ariana Diaz Lorenzo**  
**City Finance Director Jamel Wilcox**

**1. 7:00 P.M. - CALL TO ORDER:**

- a. Pledge of Allegiance.

**2. SPECIAL PRESENTATIONS:**

- a. Match Day Presentation by Calvin Pottberg, Chairman of the Greater Geary County Foundation Board. (p.4)
- b. McFarland Roundabout Project Presentation by Public Works Director Ibarra. (p.6)
- c. 12th Street Community Improvements Presentation by Public Works Director Ibarra. (p.7)

**3. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person. Please state your name and address for the record.

**4. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a majority of the Commission agrees, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-24 dated – December 3, 2024 – December 18, 2024, in the amount of \$3,122,171.53 and pre-approval for the items listed below in the amount of \$5,664.85. Verizon Wireless \$5,664.85. (p.8)
- b. Consideration of November 2024 ambulance contractual obligation adjustments for \$15,170.71 & bad debt adjustments for \$31,655.73. (p.36)
- c. Consideration of the renewal & co-termination of cybersecurity services from Nomic Networks in the amount of \$51,224. (p.37)
- d. Consideration of the request to apply for the Assistance to Firefighters Grant (AFG) for Brush Truck. (p.42)
- e. Consideration of the request to apply for the Assistance to Firefighters Grant (AFG) for Fire Fighter 1 & Fire Fighter 2 New Recruit Training. (p.45)

- f. Consideration of the request to apply for the Kansas Revolving Assistance Fund (KRAF) Grant. (p.46)
- g. Consideration of the request to apply for the Firehouse Subs Safety Foundation Grant. (p.50)
- h. Consideration of the acceptance of the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG). (p.51)
- i. Consideration of the Interlocal Agreement between The City of Junction City & Geary County regarding the 2024 Edward Byrne Memorial Justice Assistance Grant program award. (p.54)
- j. Consideration of Resolution No. R-3108, Establishing the Minimum & Maximum Salary Ranges for City of Junction City Personnel. (p.57)
- k. Consideration of Change Order #1 for the 2024 Street Maintenance project decrease in the amount of \$32,428.57. (p.62)
- l. Consideration of the Special Meeting Minutes from the November 27th, 2024 Meeting. (p.68)
- m. Consideration of the City Commission Minutes from the December 3rd, 2024 meeting. (p.69)

## **5. NEW BUSINESS:**

- a. Consideration of the Contract with HDR for the Well Evaluation/Design as well as updates on the Water & Wastewater Projects. (p.72)
- b. Consideration of the request for three PD projects in the amount of \$38,429.94 using ARPA funds. (p.82)
- c. Consideration of the request to Award the Fire Station 2 Remodel Bid to Riley Construction Company, Inc. in the amount of \$103,662.00 using ARPA funds. (p.111)
- d. Consideration of the request to Award the North Park, South Park, Martin Luther King Jr. Park, & Bramlage Park Equipment Bid to Athco in the amount of \$499,806.04 using ARPA funds. (p.115)
- e. Consideration of the request to Award the Corondo Park Equipment Bid to Athco in the amount of \$290,302.50 using ARPA funds. (p.180)
- f. Consideration of the request to Award the 2025 Alley Repair Project in the amount of \$500,949.41 & the 2025 Street Maintenance Project in the amount of \$267,429.94, for a total of \$768,379.35 using ARPA funds. (p.201)
- g. Consideration of the request to Award the 2025 Street Maintenance bid to Bayer Construction Co., of Manhattan, KS in the amount of \$979,474.40 after ARPA funds are applied. (p.203)
- h. Consideration of Change Order #1 for Pavement Improvements for Fire Station No.1 in the amount of \$10,125.46. (p.204)
- i. Consideration of Change Order #5 for the 2024 Water Systems Improvements in the amount of \$7,977.50. (p.207)

- j. Consideration of Ordinance No. S-3304, Issuance of Industrial Revenue Bonds concerning CAMSO Manufacturing not to exceed \$60,000,000. (p.213)
- k. Consideration of Ordinance No. G-1311, 2025 Water Rate Increases. (p.382)
- l. Consideration of Ordinance No. G-1312, 2025 Sewer Rate Increase. (p.396)

**6. COMMISSIONER COMMENTS & COMMITTEE REPORTS:**

**7. STAFF COMMENTS:**

**8. ADJOURNMENT:**

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

12/17/2024

**From:** Tammy Melton, Human Resources Director

**To:** Gerry Vernon, Interim City Manager

**Subject: Greater Geary Community Foundation Match Day**

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**Explanation of Issue:** Greater Geary Community Foundation Chairman Calvin Pottberg will make a presentation about this year's Successful Match Day. Attached is a summary of this year's event.



| ORGANIZATION                                                         | GIFT AMOUNT | Eligible for Match | Match      |
|----------------------------------------------------------------------|-------------|--------------------|------------|
| Agingwell, Inc. Total                                                | 3,175.00    | 3,175.00           | 1,587.50   |
| Big Brothers Big Sister Total                                        | 750.00      | 725.00             | 362.50     |
| Black History Trail-Geary County Total                               | 3,035.00    | 2,590.00           | 1,295.00   |
| Boy Scouts of America - Konza District Coronado Area Council Total   | 3,480.00    | 2,460.00           | 1,230.00   |
| C. L. Hoover Opera House Total                                       | 18,210.00   | 15,000.00          | 7,500.00   |
| CASA of the 8th Judicial District Total                              | 2,385.00    | 2,125.00           | 1,062.50   |
| Church of the Covenant Endowment Total                               | 14,270.00   | 12,225.00          | 6,112.50   |
| Crisis Center, Inc. Total                                            | 4,300.00    | 4,200.00           | 2,100.00   |
| Danger FC Total                                                      | 2,075.00    | 1,325.00           | 662.50     |
| Delivering Change, Inc. Total                                        | 4,375.00    | 2,775.00           | 1,387.50   |
| Disaster Recovery Fund-Geary County Total                            | 385.00      | 375.00             | 187.50     |
| Dorothy Bramlage Public Library Foundation Total                     | 20,420.00   | 15,000.00          | 7,500.00   |
| First Baptist Church Total                                           | 2,970.00    | 2,850.00           | 1,142.50   |
| First Presbyterian Church Total                                      | 16,235.00   | 15,000.00          | 7,500.00   |
| First Presbyterian Church Endowment Fund Total                       | 8,835.00    | 8,825.00           | 4,412.50   |
| First United Methodist Church Total                                  | 22,178.95   | 15,000.00          | 7,500.00   |
| Flint Hills Regional Council Total                                   | 75.00       | 75.00              | 37.50      |
| Fresh Start Community Shelter (fka The Open Door) Total              | 11,445.00   | 10,620.00          | 5,310.00   |
| Friends of the Animals Total                                         | 25,270.00   | 15,000.00          | 7,500.00   |
| Geary Community Healthcare Foundation Total                          | 11,305.00   | 7,145.00           | 3,572.50   |
| Geary Community Schools Foundation Total                             | 5,277.00    | 4,917.00           | 2,458.50   |
| Geary County 4-H Foundation Fund Total                               | 6,920.00    | 5,595.00           | 2,797.50   |
| Geary County 4-H Senior Citizen Center Total                         | 4,245.00    | 4,195.00           | 2,097.50   |
| Geary County Fish & Game Association, Inc Total                      | 3,650.00    | 3,450.00           | 1,725.00   |
| Geary County Food Pantry Total                                       | 31,365.00   | 15,000.00          | 7,500.00   |
| Geary County Historical Society Total                                | 7,425.00    | 6,160.00           | 3,080.00   |
| Geary County Historical Society Endowment Fund Total                 | 2,025.00    | 2,025.00           | 1,012.50   |
| Geary County Senior Citizens, Inc. Total                             | 7,980.00    | 4,025.00           | 2,012.50   |
| Greater Geary Community Foundation Fund Total                        | 2,240.00    | 2,125.00           | 1,062.50   |
| Greater Geary Community Grants Fund Total                            | 3,675.00    | 1,675.00           | 837.50     |
| Highland Cemetery Association Total                                  | 8,170.00    | 7,020.00           | 3,510.00   |
| I.C.A.R.E. Intergenerational Center Total                            | 4,005.00    | 3,880.00           | 1,940.00   |
| Immanuel Lutheran Church Total                                       | 8,650.00    | 8,460.00           | 4,230.00   |
| Junction City Arts Council Total                                     | 2,845.00    | 2,795.00           | 1,397.50   |
| Junction City Breakfast Optimist Club Total                          | 2,350.00    | 2,225.00           | 1,112.50   |
| Junction City Community Baseball Club/JC Brigade Total               | 3,350.00    | 3,300.00           | 1,650.00   |
| Junction City Family YMCA Inc. Total                                 | 38,898.27   | 15,000.00          | 7,500.00   |
| Junction City Little Theater Total                                   | 8,395.00    | 8,230.00           | 4,115.00   |
| Junction City Little Theater Foundation, Inc. Total                  | 6,600.00    | 6,100.00           | 3,050.00   |
| Junction City Main Street Total                                      | 10,560.00   | 7,600.00           | 3,800.00   |
| Junction City South Kiwanis Club Fund Total                          | 2,695.00    | 2,575.00           | 1,287.50   |
| Junction City Wrestling Club Total                                   | 2,505.00    | 1,675.00           | 837.50     |
| Konza Prairie Community Health Center Total                          | 3,095.00    | 2,645.00           | 1,322.50   |
| Ladies Reading Club Total                                            | 5,875.00    | 5,775.00           | 2,887.50   |
| Live Well Geary County, Inc. Total                                   | 3,780.00    | 3,655.00           | 1,827.50   |
| Milford Friends Group Total                                          | 595.00      | 375.00             | 187.50     |
| North Central Flint Hills Area Agency on Aging Geary County Fund Tot | 1,325.00    | 1,275.00           | 637.50     |
| Packages for Warriors-Hearts of America Total                        | 60.00       | 60.00              | 30.00      |
| Pawnee Mental Health Services, Inc. Total                            | 1,720.00    | 1,670.00           | 835.00     |
| Pilot Club of Junction City Total                                    | 2,335.00    | 1,725.00           | 862.50     |
| Play JC Total                                                        | 2,000.00    | 2,000.00           | 1,000.00   |
| Quality of Play For All Total                                        | 6,150.00    | 6,025.00           | 3,012.50   |
| St. Francis Xavier Parish Foundation Total                           | 20,650.00   | 14,600.00          | 7,300.00   |
| St. Francis Xavier School Fund Total                                 | 21,615.00   | 11,755.00          | 5,877.50   |
| St. Paul's Lutheran Church Total                                     | 13,290.00   | 7,320.00           | 3,660.00   |
| Stormont Vail Foundation Geary Fund Total                            | 1,115.00    | 1,065.00           | 532.50     |
| United Way of Junction City/Geary County Total                       | 10,885.00   | 10,103.00          | 5,051.50   |
| Grand Total                                                          | 443,467.22  | 324,000.00         | 162,000.00 |

# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Presentation on the McFarland Roundabout Project.**

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**Objective:** To inform the City Commission and Public about the McFarland Roundabout Project.

**Explanation of Issue:** KDOT has awarded the City funding for the McFarland Roundabout through the Carbon Reduction Program (CPR). The CPR award is (80%) with a maximum of \$1,866,642 with a required local match of (20%) which would be \$466,661.

The McFarland Roundabout would be located at the intersection of Eisenhower & McFarland Rd. The McFarland roundabout was shown in the Junction City/Geary County Comprehensive Transportation Plan that was completed for the city in 2017.

The reasoning for the roundabout at Eisenhower & McFarland would slow northbound traffic leading into 6<sup>th</sup> & Eisenhower intersection and improve the visibility of traffic turning off McFarland on Eisenhower. By slowing traffic, they eliminate the "T-bone" type collisions and when collisions occur in the traffic roundabouts, they tend to be rear or front panel collisions at much slower speeds reducing the severity and likelihood of injury.

In addition, the McFarland roundabout is part of the pedestrian/bike trail that runs from the High School to Homers Pond. By having the roundabout at Eisenhower & McFarland Rd. would provide safety for pedestrians, bikers and children going to school or to playground park as traffic speeds would be reduced, they only have to watch for traffic coming in one direction instead of 4 lanes of traffic, and there would be a stopping area for the pedestrians, bikers and children to safety stop till the traffic goes past.

**Enclosures:** Drawing of the McFarland Roundabout

# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Presentation on 12<sup>th</sup> Street Community Improvements**

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**Objective:** To inform the City Commission on improvements to be made at the 12<sup>th</sup> Street Community area.

**Explanation of Issue:** The 12<sup>th</sup> Street Community area is a valuable recreation destination due to holding various activities throughout the year from citizens using the facility for exercise, volleyball games and tournaments, basketball games and tournaments, softball games and tournaments, baseball games and tournaments, and an area for children to play on the playground equipment.

Due to all the activities that are held throughout the year there is an issue with not having enough parking for residents and users of the area facilities.

Currently the Recreation Dept. is looking at Phase I to increase parking around the 12<sup>th</sup> Street Community area and in the future to improve the playground equipment, restroom facilities, basketball courts and to add outdoor pickle ball courts.

The drawing details how the increase parking would be completed and the future improvements to the 12<sup>th</sup> Street area.

**Enclosures:** Drawing Layout of the 12<sup>th</sup> Street Community Improvements

## **City of Junction City**

### **City Commission**

#### **Agenda Memo**

December 17, 2024

From: Libbi Hamilton, Customer Service Manager

To: **City Commissioners**

Subject: Consideration of Appropriation Ordinance A-24 dated – December 3, 2024 – December 18, 2024, in the amount of \$3,122,171.53 and pre-approval for the items listed below in the amount of \$5,664.85.

**Background:** Attached is a Listing and Checks - Appropriations for December 3, 2024– December 18, 2024

**Appropriations:** December 3, 2024 – December 18, 2024

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#### **Payments due before next meeting –Total \$5,664.85.**

Verizon Wireless \$5,664.85



Junction City, KS

# Bank Transaction Report

## Transaction Detail

Issued Date Range: 12/03/2024 - 12/18/2024

Cleared Date Range: -

| Issued Date             | Cleared Date | Number                 | Description                                      | Module           | Status      | Type  | Amount      |
|-------------------------|--------------|------------------------|--------------------------------------------------|------------------|-------------|-------|-------------|
| <b>Accounts Payable</b> |              |                        |                                                  |                  |             |       |             |
| <b>Outstanding</b>      |              |                        |                                                  |                  |             |       |             |
| <b>Check</b>            |              |                        |                                                  |                  |             |       |             |
| 12/03/2024              |              | <a href="#">385421</a> | ACE PIPE CLEANING, INC.                          | Accounts Payable | Outstanding | Check | -45,040.03  |
| 12/03/2024              |              | <a href="#">385422</a> | AIR AND FIRE SYSTEMS                             | Accounts Payable | Outstanding | Check | -336.50     |
| 12/03/2024              |              | <a href="#">385423</a> | AIR FILTER PLUS INC                              | Accounts Payable | Outstanding | Check | -1,028.16   |
| 12/03/2024              |              | <a href="#">385424</a> | ALTERNATIVE AIR LLC                              | Accounts Payable | Outstanding | Check | -6,280.00   |
| 12/03/2024              |              | <a href="#">385425</a> | ANDREW DARROW                                    | Accounts Payable | Outstanding | Check | -305.52     |
| 12/03/2024              |              | <a href="#">385426</a> | BOUND TREE MEDICAL, LLC                          | Accounts Payable | Outstanding | Check | -1,058.78   |
| 12/03/2024              |              | <a href="#">385427</a> | BRADY INDUSTRIES OF KANSAS, LLC                  | Accounts Payable | Outstanding | Check | -1,010.64   |
| 12/03/2024              |              | <a href="#">385428</a> | CASH-WA DISTRIBUTING                             | Accounts Payable | Outstanding | Check | -1,053.42   |
| 12/03/2024              |              | <a href="#">385429</a> | CATLETT AUTOMOTIVE, INC.                         | Accounts Payable | Outstanding | Check | -809.58     |
| 12/03/2024              |              | <a href="#">385430</a> | CHAMPIONS CAR AND TRUCK WASH                     | Accounts Payable | Outstanding | Check | -180.00     |
| 12/03/2024              |              | <a href="#">385431</a> | CHUCK HENRY SALES, INC.                          | Accounts Payable | Outstanding | Check | -10,575.00  |
| 12/03/2024              |              | <a href="#">385432</a> | COMPLIANCEONE                                    | Accounts Payable | Outstanding | Check | -708.00     |
| 12/03/2024              |              | <a href="#">385433</a> | CONRAD FIRE EQUIPMENT                            | Accounts Payable | Outstanding | Check | -3,343.24   |
| 12/03/2024              |              | <a href="#">385434</a> | CORE & MAIN LP                                   | Accounts Payable | Outstanding | Check | -715.00     |
| 12/03/2024              |              | <a href="#">385435</a> | CORYELL INSURORS, INC.                           | Accounts Payable | Outstanding | Check | -75.00      |
| 12/03/2024              |              | <a href="#">385436</a> | COX BUSINESS SERVICES                            | Accounts Payable | Outstanding | Check | -3,195.89   |
| 12/03/2024              |              | <a href="#">385437</a> | CROWN DISTRIBUTORS, INC.                         | Accounts Payable | Outstanding | Check | -385.29     |
| 12/03/2024              |              | <a href="#">385438</a> | DAVE'S ELECTRIC, INC.                            | Accounts Payable | Outstanding | Check | -2,626.45   |
| 12/03/2024              |              | <a href="#">385439</a> | DOUBLE CHECK COMPANY INC                         | Accounts Payable | Outstanding | Check | -1,777.41   |
| 12/03/2024              |              | <a href="#">385440</a> | EASY PICKER GOLF PRODUCTS                        | Accounts Payable | Outstanding | Check | -1,142.26   |
| 12/03/2024              |              | <a href="#">385441</a> | FLINT HILLS BEVERAGE LLC                         | Accounts Payable | Outstanding | Check | -125.50     |
| 12/03/2024              |              | <a href="#">385442</a> | FOOTJOY/TITLEIST                                 | Accounts Payable | Outstanding | Check | -248.00     |
| 12/03/2024              |              | <a href="#">385443</a> | FRONTIER SPIRITS                                 | Accounts Payable | Outstanding | Check | -316.22     |
| 12/03/2024              |              | <a href="#">385444</a> | GEARY COUNTY ATTORNEY                            | Accounts Payable | Outstanding | Check | -90,794.73  |
| 12/03/2024              |              | <a href="#">385445</a> | GEARY COUNTY TREASURER                           | Accounts Payable | Outstanding | Check | -186,825.62 |
| 12/03/2024              |              | <a href="#">385446</a> | GODFREY'S INDOOR SHOOTING AND ARCHERY RANGES, LL | Accounts Payable | Outstanding | Check | -736.49     |
| 12/03/2024              |              | <a href="#">385447</a> | INLAND TRUCK PARTS COMPANY                       | Accounts Payable | Outstanding | Check | -272.99     |
| 12/03/2024              |              | <a href="#">385448</a> | J. & M. GOLF INC.                                | Accounts Payable | Outstanding | Check | -97.52      |
| 12/03/2024              |              | <a href="#">385449</a> | JENNIFER ARNESON, DVM                            | Accounts Payable | Outstanding | Check | -150.00     |
| 12/03/2024              |              | <a href="#">385450</a> | JOHNSON CONTROLS US HOLDING LLC                  | Accounts Payable | Outstanding | Check | -1,545.75   |
| 12/03/2024              |              | <a href="#">385451</a> | JOSEPH T GIPSON                                  | Accounts Payable | Outstanding | Check | -217.61     |
| 12/03/2024              |              | <a href="#">385452</a> | JUNCTION CITY MAIN STREET                        | Accounts Payable | Outstanding | Check | -99.33      |
| 12/03/2024              |              | <a href="#">385453</a> | KA-COMM                                          | Accounts Payable | Outstanding | Check | -377.00     |
| 12/03/2024              |              | <a href="#">385454</a> | KEY OFFICE PRODUCTS                              | Accounts Payable | Outstanding | Check | -136.47     |

# Bank Transaction Report

Issued Date Range: -

| Issued Date | Cleared Date | Number                 | Description                            | Module           | Status      | Type  | Amount      |
|-------------|--------------|------------------------|----------------------------------------|------------------|-------------|-------|-------------|
| 12/03/2024  |              | <a href="#">385455</a> | MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC | Accounts Payable | Outstanding | Check | -2,333.00   |
| 12/03/2024  |              | <a href="#">385456</a> | MICHAEL S. BLAIR                       | Accounts Payable | Outstanding | Check | -90.00      |
| 12/03/2024  |              | <a href="#">385457</a> | MIDWEST CONCRETE MATERIALS             | Accounts Payable | Outstanding | Check | -721.50     |
| 12/03/2024  |              | <a href="#">385458</a> | MUNIE GREENCARE PROFESSIONALS          | Accounts Payable | Outstanding | Check | -798.66     |
| 12/03/2024  |              | <a href="#">385459</a> | PENN ENTERPRISES                       | Accounts Payable | Outstanding | Check | -38.09      |
| 12/03/2024  |              | <a href="#">385460</a> | PENNY'S CONCRETE INC.                  | Accounts Payable | Outstanding | Check | -570.38     |
| 12/03/2024  |              | <a href="#">385461</a> | PIONEER QUICK LUBES INC.               | Accounts Payable | Outstanding | Check | -64.10      |
| 12/03/2024  |              | <a href="#">385462</a> | POMP'S TIRE SERVICE, INC.              | Accounts Payable | Outstanding | Check | -2,468.75   |
| 12/03/2024  |              | <a href="#">385463</a> | PROCOPY, INC.                          | Accounts Payable | Outstanding | Check | -3,659.39   |
| 12/03/2024  |              | <a href="#">385464</a> | R & R PRODUCTS CO.                     | Accounts Payable | Outstanding | Check | -36.07      |
| 12/03/2024  |              | <a href="#">385465</a> | RADIOLOGY AND NUCLEAR MEDICINE         | Accounts Payable | Outstanding | Check | -25.57      |
| 12/03/2024  |              | <a href="#">385466</a> | RAM EXTERMINATORS, LLC                 | Accounts Payable | Outstanding | Check | -50.00      |
| 12/03/2024  |              | <a href="#">385467</a> | REEVES-WIEDEMAN CO.                    | Accounts Payable | Outstanding | Check | -116.00     |
| 12/03/2024  |              | <a href="#">385468</a> | RILEIGHS OUTDOOR, LLC                  | Accounts Payable | Outstanding | Check | -398.97     |
| 12/03/2024  |              | <a href="#">385469</a> | ROTHWELL LANDSCAPE INC                 | Accounts Payable | Outstanding | Check | -585.47     |
| 12/03/2024  |              | <a href="#">385470</a> | RUSH TRUCK CENTERS OF KANSAS, INC.     | Accounts Payable | Outstanding | Check | -3,921.32   |
| 12/03/2024  |              | <a href="#">385471</a> | SCHULTE SUPPLY CORP.                   | Accounts Payable | Outstanding | Check | -1,774.15   |
| 12/03/2024  |              | <a href="#">385472</a> | SHI INTERNATIONAL CORP.                | Accounts Payable | Outstanding | Check | -3,576.22   |
| 12/03/2024  |              | <a href="#">385473</a> | SIR SPEEDY                             | Accounts Payable | Outstanding | Check | -222.00     |
| 12/03/2024  |              | <a href="#">385474</a> | SITEONE LANDSCAPE SUPPLY HOLDING, LLC  | Accounts Payable | Outstanding | Check | -490.14     |
| 12/03/2024  |              | <a href="#">385475</a> | STAPLES ADVANTAGE                      | Accounts Payable | Outstanding | Check | -704.43     |
| 12/03/2024  |              | <a href="#">385476</a> | STORMONT VAIL HEALTH FLINT HILLS LLC   | Accounts Payable | Outstanding | Check | -315.00     |
| 12/03/2024  |              | <a href="#">385477</a> | TWIN VALLEY TELEPHONE, INC.            | Accounts Payable | Outstanding | Check | -6,656.99   |
| 12/03/2024  |              | <a href="#">385482</a> | CONNECT PARENT CORPORATION             | Accounts Payable | Outstanding | Check | -1,203.42   |
| 12/03/2024  |              | <a href="#">385483</a> | EVERGY                                 | Accounts Payable | Outstanding | Check | -71,994.82  |
| 12/03/2024  |              | <a href="#">385484</a> | FIRST-CITIZENS BANK & TRUST COMPANY    | Accounts Payable | Outstanding | Check | -4,266.35   |
| 12/03/2024  |              | <a href="#">385485</a> | RICHARD E WINKLER                      | Accounts Payable | Outstanding | Check | -500.00     |
| 12/06/2024  |              | <a href="#">385495</a> | TROTTER, CHRISTOPHER LAMONT            | Accounts Payable | Outstanding | Check | -125.00     |
| 12/06/2024  |              | <a href="#">385496</a> | RUIZ, ELISEO HERNANDEZ                 | Accounts Payable | Outstanding | Check | -335.00     |
| 12/06/2024  |              | <a href="#">385497</a> | BRAMLAGE PROPERTIES, LLC               | Accounts Payable | Outstanding | Check | -350.00     |
| 12/06/2024  |              | <a href="#">385498</a> | EVERGY                                 | Accounts Payable | Outstanding | Check | -881.79     |
| 12/06/2024  |              | <a href="#">385499</a> | KANSAS GAS SERVICE                     | Accounts Payable | Outstanding | Check | -382.13     |
| 12/11/2024  |              | <a href="#">385583</a> | DS&O RURAL ELECTRIC                    | Accounts Payable | Outstanding | Check | -158,772.61 |
| 12/11/2024  |              | <a href="#">385584</a> | EVERGY                                 | Accounts Payable | Outstanding | Check | -430.29     |
| 12/11/2024  |              | <a href="#">385585</a> | KANSAS GAS SERVICE                     | Accounts Payable | Outstanding | Check | -642.86     |
| 12/12/2024  |              | <a href="#">385586</a> | BLAINE OBORN                           | Accounts Payable | Outstanding | Check | -2,652.36   |
| 12/12/2024  |              | <a href="#">385587</a> | RANDY E ROBERTSON                      | Accounts Payable | Outstanding | Check | -905.61     |
| 12/12/2024  |              | <a href="#">385588</a> | ROSE BEVERLY                           | Accounts Payable | Outstanding | Check | -907.58     |
| 12/17/2024  |              | <a href="#">385510</a> | ADAM POWERS                            | Accounts Payable | Outstanding | Check | -33.44      |
| 12/17/2024  |              | <a href="#">385511</a> | ALL COPY PRODUCTS, INC.                | Accounts Payable | Outstanding | Check | -630.81     |
| 12/17/2024  |              | <a href="#">385512</a> | AMERICAN DIGITAL SECURITY, LLC         | Accounts Payable | Outstanding | Check | -333.00     |
| 12/17/2024  |              | <a href="#">385513</a> | APAC KANSAS, INC.                      | Accounts Payable | Outstanding | Check | -799,813.97 |
| 12/17/2024  |              | <a href="#">385514</a> | BAYER CONSTRUCTION CO.                 | Accounts Payable | Outstanding | Check | -160,946.92 |

## Bank Transaction Report

Issued Date Range: -

| Issued Date | Cleared Date | Number                 | Description                                  | Module           | Status      | Type  | Amount      |
|-------------|--------------|------------------------|----------------------------------------------|------------------|-------------|-------|-------------|
| 12/17/2024  |              | <a href="#">385515</a> | BOUND TREE MEDICAL, LLC                      | Accounts Payable | Outstanding | Check | -2,719.31   |
| 12/17/2024  |              | <a href="#">385516</a> | CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC | Accounts Payable | Outstanding | Check | -97.13      |
| 12/17/2024  |              | <a href="#">385517</a> | CATLETT AUTOMOTIVE, INC.                     | Accounts Payable | Outstanding | Check | -631.70     |
| 12/17/2024  |              | <a href="#">385518</a> | COLLECTION BUREAU OF KANSAS INC              | Accounts Payable | Outstanding | Check | -1,392.54   |
| 12/17/2024  |              | <a href="#">385519</a> | COMPLIANCEONE                                | Accounts Payable | Outstanding | Check | -708.00     |
| 12/17/2024  |              | <a href="#">385520</a> | CORE & MAIN LP                               | Accounts Payable | Outstanding | Check | -1,707.49   |
| 12/17/2024  |              | <a href="#">385521</a> | COX BUSINESS SERVICES                        | Accounts Payable | Outstanding | Check | -3,195.89   |
| 12/17/2024  |              | <a href="#">385522</a> | CRAFCO, INC.                                 | Accounts Payable | Outstanding | Check | -796.98     |
| 12/17/2024  |              | <a href="#">385523</a> | CROSSLAND HEAVY CONTRACTORS, INC.            | Accounts Payable | Outstanding | Check | -864,345.21 |
| 12/17/2024  |              | <a href="#">385524</a> | CUSTOM HOLIDAY LIGHTS                        | Accounts Payable | Outstanding | Check | -22,022.00  |
| 12/17/2024  |              | <a href="#">385525</a> | DATAEDGE SOLUTIONS CORP                      | Accounts Payable | Outstanding | Check | -17,010.00  |
| 12/17/2024  |              | <a href="#">385526</a> | DAVE'S ELECTRIC, INC.                        | Accounts Payable | Outstanding | Check | -2,353.61   |
| 12/17/2024  |              | <a href="#">385527</a> | DAVIS & STANTON, INC.                        | Accounts Payable | Outstanding | Check | -185.50     |
| 12/17/2024  |              | <a href="#">385528</a> | DEAM & DEAM LLC                              | Accounts Payable | Outstanding | Check | -5,055.00   |
| 12/17/2024  |              | <a href="#">385529</a> | FIFTH ASSET, INC.                            | Accounts Payable | Outstanding | Check | -12,000.00  |
| 12/17/2024  |              | <a href="#">385530</a> | FOOTJOY/TITLEIST                             | Accounts Payable | Outstanding | Check | -2,768.70   |
| 12/17/2024  |              | <a href="#">385531</a> | GEARY COUNTY PUBLIC WORKS                    | Accounts Payable | Outstanding | Check | -44,526.08  |
| 12/17/2024  |              | <a href="#">385532</a> | GEARY COUNTY RWD #4                          | Accounts Payable | Outstanding | Check | -47.13      |
| 12/17/2024  |              | <a href="#">385533</a> | GEARY COUNTY SHERIFF                         | Accounts Payable | Outstanding | Check | -31,104.41  |
| 12/17/2024  |              | <a href="#">385534</a> | GENE N. PARRISH                              | Accounts Payable | Outstanding | Check | -4,000.00   |
| 12/17/2024  |              | <a href="#">385535</a> | GOVERNMENTJOBS.COM,INC.                      | Accounts Payable | Outstanding | Check | -4,000.00   |
| 12/17/2024  |              | <a href="#">385536</a> | IMAGEQUEST INC.                              | Accounts Payable | Outstanding | Check | -152.84     |
| 12/17/2024  |              | <a href="#">385537</a> | INDEPENDENT SALT COMPANY                     | Accounts Payable | Outstanding | Check | -8,595.44   |
| 12/17/2024  |              | <a href="#">385538</a> | INLAND TRUCK PARTS COMPANY                   | Accounts Payable | Outstanding | Check | -170.52     |
| 12/17/2024  |              | <a href="#">385539</a> | J & K CONTRACTING L.C.                       | Accounts Payable | Outstanding | Check | -102,652.89 |
| 12/17/2024  |              | <a href="#">385540</a> | JEFFREY ROETHER                              | Accounts Payable | Outstanding | Check | -6,150.00   |
| 12/17/2024  |              | <a href="#">385541</a> | JIM CLARK AUTO CENTER                        | Accounts Payable | Outstanding | Check | -730.58     |
| 12/17/2024  |              | <a href="#">385542</a> | JOSEPH T GIPSON                              | Accounts Payable | Outstanding | Check | -39.00      |
| 12/17/2024  |              | <a href="#">385543</a> | JUNCTION CITY MAIN STREET                    | Accounts Payable | Outstanding | Check | -100.00     |
| 12/17/2024  |              | <a href="#">385544</a> | JUNGHANS AGENCY, INC.                        | Accounts Payable | Outstanding | Check | -8,000.00   |
| 12/17/2024  |              | <a href="#">385545</a> | KANSAS ONE-CALL SYSTEMS, INC.                | Accounts Payable | Outstanding | Check | -324.00     |
| 12/17/2024  |              | <a href="#">385546</a> | KATHRYN MILLER, DVM                          | Accounts Payable | Outstanding | Check | -1,291.61   |
| 12/17/2024  |              | <a href="#">385547</a> | KLMM-66 LLC                                  | Accounts Payable | Outstanding | Check | -137.50     |
| 12/17/2024  |              | <a href="#">385548</a> | KOFFMAN ELECTRIC SERVICE INC                 | Accounts Payable | Outstanding | Check | -2,621.09   |
| 12/17/2024  |              | <a href="#">385549</a> | KS DEPT OF REVENUE                           | Accounts Payable | Outstanding | Check | -350.00     |
| 12/17/2024  |              | <a href="#">385550</a> | LEXISNEXIS RISK DATA MANAGEMENT INC.         | Accounts Payable | Outstanding | Check | -797.24     |
| 12/17/2024  |              | <a href="#">385551</a> | MASTER LANDSCAPE INC.                        | Accounts Payable | Outstanding | Check | -478.84     |
| 12/17/2024  |              | <a href="#">385552</a> | MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC       | Accounts Payable | Outstanding | Check | -2,333.00   |
| 12/17/2024  |              | <a href="#">385553</a> | MICHELLE L. BROWN                            | Accounts Payable | Outstanding | Check | -625.00     |
| 12/17/2024  |              | <a href="#">385554</a> | MID KANSAS COOPERATIVE ASSOCIATION           | Accounts Payable | Outstanding | Check | -901.74     |
| 12/17/2024  |              | <a href="#">385555</a> | MIDWEST CONCRETE MATERIALS                   | Accounts Payable | Outstanding | Check | -1,030.38   |
| 12/17/2024  |              | <a href="#">385556</a> | MIDWEST VETERINARY SUPPLY, INC.              | Accounts Payable | Outstanding | Check | -513.60     |
| 12/17/2024  |              | <a href="#">385557</a> | MINNESOTA ELEVATOR, INC.                     | Accounts Payable | Outstanding | Check | -1,422.42   |

## Bank Transaction Report

Issued Date Range: -

| Issued Date               | Cleared Date | Number                   | Description                                     | Module           | Status      | Type  | Amount               |
|---------------------------|--------------|--------------------------|-------------------------------------------------|------------------|-------------|-------|----------------------|
| 12/17/2024                |              | <a href="#">385558</a>   | MSC INDUSTRIAL SUPPLY CO                        | Accounts Payable | Outstanding | Check | -1,440.61            |
| 12/17/2024                |              | <a href="#">385559</a>   | MUNIE GREENCARE PROFESSIONALS                   | Accounts Payable | Outstanding | Check | -487.50              |
| 12/17/2024                |              | <a href="#">385560</a>   | NATIONAL FLEET TESTING SERVICES, INC.           | Accounts Payable | Outstanding | Check | -756.25              |
| 12/17/2024                |              | <a href="#">385561</a>   | PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC. | Accounts Payable | Outstanding | Check | -161.00              |
| 12/17/2024                |              | <a href="#">385562</a>   | PETROCHOICE HOLDINGS INC                        | Accounts Payable | Outstanding | Check | -2,379.88            |
| 12/17/2024                |              | <a href="#">385563</a>   | PITNEY BOWES INC                                | Accounts Payable | Outstanding | Check | -244.99              |
| 12/17/2024                |              | <a href="#">385564</a>   | POSTMASTER                                      | Accounts Payable | Outstanding | Check | -610.00              |
| 12/17/2024                |              | <a href="#">385565</a>   | RAM EXTERMINATORS, LLC                          | Accounts Payable | Outstanding | Check | -133.00              |
| 12/17/2024                |              | <a href="#">385566</a>   | REEVES-WIEDEMAN CO.                             | Accounts Payable | Outstanding | Check | -280.14              |
| 12/17/2024                |              | <a href="#">385567</a>   | RESTORATION CENTER INC.                         | Accounts Payable | Outstanding | Check | -150.00              |
| 12/17/2024                |              | <a href="#">385568</a>   | RILEIGHS OUTDOOR, LLC                           | Accounts Payable | Outstanding | Check | -84.00               |
| 12/17/2024                |              | <a href="#">385569</a>   | SALTUS TECHNOLOGIES                             | Accounts Payable | Outstanding | Check | -5,950.00            |
| 12/17/2024                |              | <a href="#">385570</a>   | SAPP BROS INC.                                  | Accounts Payable | Outstanding | Check | -91.94               |
| 12/17/2024                |              | <a href="#">385571</a>   | SCHMIDT ACCOUNTING, LLC                         | Accounts Payable | Outstanding | Check | -1,170.00            |
| 12/17/2024                |              | <a href="#">385572</a>   | SCHULTE SUPPLY CORP.                            | Accounts Payable | Outstanding | Check | -449.50              |
| 12/17/2024                |              | <a href="#">385573</a>   | SITEONE LANDSCAPE SUPPLY HOLDING, LLC           | Accounts Payable | Outstanding | Check | -116.97              |
| 12/17/2024                |              | <a href="#">385574</a>   | SMITH & LOVELESS, INC                           | Accounts Payable | Outstanding | Check | -1,192.36            |
| 12/17/2024                |              | <a href="#">385575</a>   | SPRING VALLEY VETERINARY HOSPITAL LLC           | Accounts Payable | Outstanding | Check | -200.00              |
| 12/17/2024                |              | <a href="#">385576</a>   | STAPLES ADVANTAGE                               | Accounts Payable | Outstanding | Check | -125.28              |
| 12/17/2024                |              | <a href="#">385577</a>   | STORMONT VAIL HEALTH FLINT HILLS LLC            | Accounts Payable | Outstanding | Check | -410.00              |
| 12/17/2024                |              | <a href="#">385578</a>   | TAMMY MELTON                                    | Accounts Payable | Outstanding | Check | -171.52              |
| 12/17/2024                |              | <a href="#">385579</a>   | THERMAL COMFORT AIR, INC                        | Accounts Payable | Outstanding | Check | -184.00              |
| 12/17/2024                |              | <a href="#">385580</a>   | TRUSTED TECH TEAM, INC.                         | Accounts Payable | Outstanding | Check | -7,931.50            |
| 12/17/2024                |              | <a href="#">385581</a>   | TYLER ROSS                                      | Accounts Payable | Outstanding | Check | -37.43               |
| 12/17/2024                |              | <a href="#">385582</a>   | VERIZON CONNECT FLEET USA LLC                   | Accounts Payable | Outstanding | Check | -875.23              |
| <b>Check Total: (145)</b> |              |                          |                                                 |                  |             |       | <b>-2,785,031.03</b> |
| <b>EFT</b>                |              |                          |                                                 |                  |             |       |                      |
| 12/03/2024                |              | <a href="#">10003041</a> | DOROTHY BRAMLAGE LIBRARY                        | Accounts Payable | Outstanding | EFT   | -78,170.74           |
| 12/04/2024                |              | <a href="#">10003030</a> | COLUMBIA CAPITAL MANAGEMENT LLC                 | Accounts Payable | Outstanding | EFT   | -8,040.00            |
| 12/04/2024                |              | <a href="#">10003031</a> | EMILYN P SMILEY                                 | Accounts Payable | Outstanding | EFT   | -28.00               |
| 12/04/2024                |              | <a href="#">10003032</a> | HDR ENGINEERING INC                             | Accounts Payable | Outstanding | EFT   | -117,964.87          |
| 12/04/2024                |              | <a href="#">10003033</a> | JOSHUA DOUGLASS                                 | Accounts Payable | Outstanding | EFT   | -3,229.16            |
| 12/04/2024                |              | <a href="#">10003034</a> | MARITZA RINEHART                                | Accounts Payable | Outstanding | EFT   | -30.00               |
| 12/04/2024                |              | <a href="#">10003035</a> | PRAIRIEFIELD WATER, INC.                        | Accounts Payable | Outstanding | EFT   | -15.00               |
| 12/04/2024                |              | <a href="#">10003036</a> | RAVEN AERO SERVICE, INC.                        | Accounts Payable | Outstanding | EFT   | -850.00              |
| 12/04/2024                |              | <a href="#">10003037</a> | TATIANA FERRACIOLI-SILVA                        | Accounts Payable | Outstanding | EFT   | -300.00              |
| 12/04/2024                |              | <a href="#">10003038</a> | UNDERGROUND VAULTS & STORAGE, INC.              | Accounts Payable | Outstanding | EFT   | -20.00               |
| 12/04/2024                |              | <a href="#">10003039</a> | VC3 Inc                                         | Accounts Payable | Outstanding | EFT   | -4,380.38            |
| 12/04/2024                |              | <a href="#">10003040</a> | XEROX CORPORATION                               | Accounts Payable | Outstanding | EFT   | -2,489.12            |
| 12/04/2024                |              | <a href="#">10003042</a> | FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT           | Accounts Payable | Outstanding | EFT   | -2,056.63            |
| 12/18/2024                |              | <a href="#">10003043</a> | BRET BAUER                                      | Accounts Payable | Outstanding | EFT   | -17,255.00           |
| 12/18/2024                |              | <a href="#">10003044</a> | DARTPOINTS LLC                                  | Accounts Payable | Outstanding | EFT   | -446.59              |



# Bank Transaction Report

Issued Date Range: -

| Issued Date                   | Cleared Date | Number                   | Description                           | Module           | Status      | Type | Amount        |
|-------------------------------|--------------|--------------------------|---------------------------------------|------------------|-------------|------|---------------|
| 12/18/2024                    |              | <a href="#">10003045</a> | EMILYN P SMILEY                       | Accounts Payable | Outstanding | EFT  | -14.00        |
| 12/18/2024                    |              | <a href="#">10003046</a> | FIRST BANK                            | Accounts Payable | Outstanding | EFT  | -9,000.00     |
| 12/18/2024                    |              | <a href="#">10003047</a> | FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT | Accounts Payable | Outstanding | EFT  | -7,848.97     |
| 12/18/2024                    |              | <a href="#">10003048</a> | JOSHUA DOUGLASS                       | Accounts Payable | Outstanding | EFT  | -3,229.16     |
| 12/18/2024                    |              | <a href="#">10003049</a> | KANSAS STATE TREASURER                | Accounts Payable | Outstanding | EFT  | -5,262.03     |
| 12/18/2024                    |              | <a href="#">10003050</a> | KAW VALLEY ENGINEERING, INC           | Accounts Payable | Outstanding | EFT  | -158,884.66   |
| 12/18/2024                    |              | <a href="#">10003051</a> | MARITZA RINEHART                      | Accounts Payable | Outstanding | EFT  | -45.00        |
| 12/18/2024                    |              | <a href="#">10003052</a> | Nomic Networks, INC.                  | Accounts Payable | Outstanding | EFT  | -51,224.00    |
| 12/18/2024                    |              | <a href="#">10003053</a> | PITNEY BOWES PURCHASE POWER           | Accounts Payable | Outstanding | EFT  | -3,045.25     |
| 12/18/2024                    |              | <a href="#">10003054</a> | TATIANA FERRACIOLI-SILVA              | Accounts Payable | Outstanding | EFT  | -240.00       |
| 12/18/2024                    |              | <a href="#">10003055</a> | UNDERGROUND VAULTS & STORAGE, INC.    | Accounts Payable | Outstanding | EFT  | -60.00        |
| 12/18/2024                    |              | <a href="#">10003056</a> | VC3 Inc                               | Accounts Payable | Outstanding | EFT  | -4,380.38     |
| 12/18/2024                    |              | <a href="#">10003057</a> | VEOLIA WATER NORTH AMERICA            | Accounts Payable | Outstanding | EFT  | -713,444.00   |
| 12/18/2024                    |              | <a href="#">10003058</a> | XEROX CORPORATION                     | Accounts Payable | Outstanding | EFT  | -316.88       |
| EFT Total: (29)               |              |                          |                                       |                  |             |      | -1,192,269.82 |
| Outstanding Total: (174)      |              |                          |                                       |                  |             |      | -3,977,300.85 |
| Accounts Payable Total: (174) |              |                          |                                       |                  |             |      | -3,977,300.85 |

## Payroll

### Outstanding

| EFT                    | Number                     | Description | Module  | Status      | Type | Amount        |
|------------------------|----------------------------|-------------|---------|-------------|------|---------------|
| 12/13/2024             | <a href="#">EFT0000378</a> | Payroll EFT | Payroll | Outstanding | EFT  | -12,180.62    |
| 12/13/2024             | <a href="#">EFT0000379</a> | Payroll EFT | Payroll | Outstanding | EFT  | -338,045.13   |
| 12/13/2024             | <a href="#">EFT0000380</a> | Payroll EFT | Payroll | Outstanding | EFT  | -14,302.61    |
| 12/13/2024             | <a href="#">EFT0000381</a> | Payroll EFT | Payroll | Outstanding | EFT  | -14,796.02    |
| EFT Total: (4)         |                            |             |         |             |      | -379,324.38   |
| Outstanding Total: (4) |                            |             |         |             |      | -379,324.38   |
| Payroll Total: (4)     |                            |             |         |             |      | -379,324.38   |
| Report Total: (178)    |                            |             |         |             |      | -4,356,625.23 |

Summary

| Bank Account                               | Count | Amount        |
|--------------------------------------------|-------|---------------|
| <a href="#">1074318 POOLED CASH MASTER</a> | 178   | -4,356,625.23 |
| Report Total:                              | 178   | -4,356,625.23 |

| Cash Account                                            | Count | Amount        |
|---------------------------------------------------------|-------|---------------|
| <a href="#">999 999-1-00000-0101 POOLED CASH MASTER</a> | 178   | -4,356,625.23 |
| Report Total:                                           | 178   | -4,356,625.23 |

| Transaction Type | Count | Amount        |
|------------------|-------|---------------|
| Check            | 145   | -2,785,031.03 |
| EFT              | 33    | -1,571,594.20 |
| Report Total:    | 178   | -4,356,625.23 |



Junction City, KS

# Appropriations December 3 - 18, 2024

By Fund

Post Dates 12/3/2024 - 12/18/2024

| Vendor Name                                             | Payable Number | Post Date  | Description (Item)              | Amount           |
|---------------------------------------------------------|----------------|------------|---------------------------------|------------------|
| <b>Fund: 001 - GENERAL FUND</b>                         |                |            |                                 |                  |
| <b>Department: 001 - GENERAL EXPENSES</b>               |                |            |                                 |                  |
| <b>Vendor: 042840 - KS DEPT OF REVENUE</b>              |                |            |                                 |                  |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | DOLLAR GENERAL STORE 2579       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | DOLLAR GENERAL STORE 222...     | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | U-STOP 37                       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | U-STOP 38                       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | U-STOP 39                       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | U-STOP 40                       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | U-STOP 47                       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | HANDY'S 4 LLC                   | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | HANDY'S 5 LLC                   | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | ALDI 102                        | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | CASEEY'S 2004                   | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | WALMART 4626 FULE STATION       | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | WALMART 4626                    | 25.00            |
| KS DEPT OF REVENUE                                      | CMB JAN 2025   | 12/10/2024 | DOLLAR GENERAL STORE 179...     | 25.00            |
| <b>Vendor 042840 - KS DEPT OF REVENUE Total:</b>        |                |            |                                 | <b>350.00</b>    |
| <b>Department 001 - GENERAL EXPENSES Total:</b>         |                |            |                                 | <b>350.00</b>    |
| <b>Department: 002 - INFORMATION TECHNOLOGY SYSTEMS</b> |                |            |                                 |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>       |                |            |                                 |                  |
| CONNECT PARENT CORPORAT...                              | CM0001342      | 12/03/2024 | Info                            | -8.47            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b> |                |            |                                 | <b>-8.47</b>     |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>            |                |            |                                 |                  |
| COX BUSINESS SERVICES                                   | DEC2024        | 12/09/2024 | Channel 3 Digital Music         | 38.22            |
| COX BUSINESS SERVICES                                   | DEC2024        | 12/09/2024 | PD Internet - Server Room       | 150.00           |
| COX BUSINESS SERVICES                                   | DEC2024        | 12/09/2024 | City - Fiber Internet           | 2,649.99         |
| <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>      |                |            |                                 | <b>2,838.21</b>  |
| <b>Vendor: 02979 - DARTPOINTS LLC</b>                   |                |            |                                 |                  |
| DARTPOINTS LLC                                          | 137531         | 12/09/2024 | VXRail - Cloud Witness          | 446.59           |
| <b>Vendor 02979 - DARTPOINTS LLC Total:</b>             |                |            |                                 | <b>446.59</b>    |
| <b>Vendor: 02923 - DATAEDGE SOLUTIONS CORP</b>          |                |            |                                 |                  |
| DATAEDGE SOLUTIONS CORP                                 | DE3182         | 12/09/2024 | Bio-Key MFA Renewal             | 17,010.00        |
| <b>Vendor 02923 - DATAEDGE SOLUTIONS CORP Total:</b>    |                |            |                                 | <b>17,010.00</b> |
| <b>Vendor: 03009 - Nomic Networks, INC.</b>             |                |            |                                 |                  |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | Nomic HQ License - PD 10 mo...  | 250.00           |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Outpost - PD 12 months      | 3,894.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Outpost - MB 12 months      | 3,894.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Insight Device - PD 12 m... | 3,900.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Outpost - One time disc...  | -1,218.00        |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Insight Device - MB 12 m... | 3,900.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Outpost - PD 10 months      | 5,190.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | MRR Outpost - MB 11 months      | 7,139.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | Insight License - PD 12 months  | 7,800.00         |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | Insight License - PD 12 months  | 15,600.00        |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | Nomic HQ License - MB 11 m...   | 275.00           |
| Nomic Networks, INC.                                    | 37780          | 12/09/2024 | Nomic HQ License - 12 months    | 600.00           |
| <b>Vendor 03009 - Nomic Networks, INC. Total:</b>       |                |            |                                 | <b>51,224.00</b> |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>          |                |            |                                 |                  |
| TRUSTED TECH TEAM, INC.                                 | cb-152355      | 12/09/2024 | GVPD - Barracuda Essentials     | 72.00            |
| TRUSTED TECH TEAM, INC.                                 | cb-152355      | 12/09/2024 | GVPD - Office 365 Mailboxes     | 311.88           |
| TRUSTED TECH TEAM, INC.                                 | cb-152355      | 12/09/2024 | Barracuda Essentials            | 18.00            |

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| Vendor Name                                                   | Payable Number | Post Date  | Description (Item)                | Amount           |
|---------------------------------------------------------------|----------------|------------|-----------------------------------|------------------|
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Office 365 Mailboxes              | 77.97            |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC. Total:</b>         |                |            |                                   | <b>479.85</b>    |
| <b>Vendor: 03090 - VC3 Inc</b>                                |                |            |                                   |                  |
| VC3 Inc                                                       | VC3-180055     | 12/09/2024 | Thinkgard - Backup Solution - ... | 3,391.50         |
| VC3 Inc                                                       | VC3-180055     | 12/09/2024 | Thinkgard - Backup Solution - ... | 988.88           |
| <b>Vendor 03090 - VC3 Inc Total:</b>                          |                |            |                                   | <b>4,380.38</b>  |
| <b>Department 002 - INFORMATION TECHNOLOGY SYSTEMS Total:</b> |                |            |                                   | <b>76,370.56</b> |
| <b>Department: 003 - ADMINISTRATION</b>                       |                |            |                                   |                  |
| <b>Vendor: 04293 - BLAINE OBORN</b>                           |                |            |                                   |                  |
| BLAINE OBORN                                                  | INV0032113     | 12/12/2024 | REIMBURSEMENTS FOR CITY ...       | 2,652.36         |
| <b>Vendor 04293 - BLAINE OBORN Total:</b>                     |                |            |                                   | <b>2,652.36</b>  |
| <b>Vendor: 053896 - COMPLIANCEONE</b>                         |                |            |                                   |                  |
| COMPLIANCEONE                                                 | 323166         | 12/10/2024 | MONTHLY CHARGE \$6PP FOR ...      | 108.00           |
| COMPLIANCEONE                                                 | 323167         | 12/10/2024 | MONTHLY CHARGE \$6PP FOR ...      | 600.00           |
| <b>Vendor 053896 - COMPLIANCEONE Total:</b>                   |                |            |                                   | <b>708.00</b>    |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>             |                |            |                                   |                  |
| CONNECT PARENT CORPORAT...                                    | CM0001342      | 12/03/2024 | Admin                             | -22.60           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>       |                |            |                                   | <b>-22.60</b>    |
| <b>Vendor: 04277 - CUSTOM HOLIDAY LIGHTS</b>                  |                |            |                                   |                  |
| CUSTOM HOLIDAY LIGHTS                                         | INV0032089     | 12/10/2024 | JC MAIN STREET LIGHTS             | 22,022.00        |
| <b>Vendor 04277 - CUSTOM HOLIDAY LIGHTS Total:</b>            |                |            |                                   | <b>22,022.00</b> |
| <b>Vendor: 043802 - EVERGY</b>                                |                |            |                                   |                  |
| EVERGY                                                        | INV0031981     | 12/03/2024 | 700 N JEFFERSON                   | 2,019.98         |
| <b>Vendor 043802 - EVERGY Total:</b>                          |                |            |                                   | <b>2,019.98</b>  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                    |                |            |                                   |                  |
| KANSAS GAS SERVICE                                            | INV0031991     | 12/06/2024 | 700 N JEFFERSON-                  | 52.86            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>              |                |            |                                   | <b>52.86</b>     |
| <b>Vendor: 04276 - KOFFMAN ELECTRIC SERVICE INC</b>           |                |            |                                   |                  |
| KOFFMAN ELECTRIC SERVICE ...                                  | 10517          | 12/10/2024 | JC MAIN ST PROJECT                | 1,310.00         |
| KOFFMAN ELECTRIC SERVICE ...                                  | 10535          | 12/10/2024 | NUTRITION BUILDING                | 1,311.09         |
| <b>Vendor 04276 - KOFFMAN ELECTRIC SERVICE INC Total:</b>     |                |            |                                   | <b>2,621.09</b>  |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>           |                |            |                                   |                  |
| PITNEY BOWES PURCHASE P...                                    | INV0031998     | 12/09/2024 | POSTAGE REFILL-AP/CITY MA...      | 190.33           |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>     |                |            |                                   | <b>190.33</b>    |
| <b>Vendor: 064200 - POSTMASTER</b>                            |                |            |                                   |                  |
| POSTMASTER                                                    | INV0031997     | 12/09/2024 | Annual fee for PO Box             | 610.00           |
| <b>Vendor 064200 - POSTMASTER Total:</b>                      |                |            |                                   | <b>610.00</b>    |
| <b>Vendor: 04290 - RANDY E ROBERTSON</b>                      |                |            |                                   |                  |
| RANDY E ROBERTSON                                             | INV0032114     | 12/12/2024 | REIMBURSEMENTS FOR CITY ...       | 905.61           |
| <b>Vendor 04290 - RANDY E ROBERTSON Total:</b>                |                |            |                                   | <b>905.61</b>    |
| <b>Vendor: 04292 - ROSE BEVERLY</b>                           |                |            |                                   |                  |
| ROSE BEVERLY                                                  | INV0032112     | 12/12/2024 | REIMBURSEMENTS FOR CITY ...       | 907.58           |
| <b>Vendor 04292 - ROSE BEVERLY Total:</b>                     |                |            |                                   | <b>907.58</b>    |
| <b>Vendor: 03931 - SCHMIDT ACCOUNTING, LLC</b>                |                |            |                                   |                  |
| SCHMIDT ACCOUNTING, LLC                                       | INV0031996     | 12/06/2024 | TAX FORM PREPARATION 12/...       | 1,170.00         |
| <b>Vendor 03931 - SCHMIDT ACCOUNTING, LLC Total:</b>          |                |            |                                   | <b>1,170.00</b>  |
| <b>Vendor: 02654 - TAMMY MELTON</b>                           |                |            |                                   |                  |
| TAMMY MELTON                                                  | INV0031995     | 12/06/2024 | KERIT ANNUAL MEETING TRA...       | 171.52           |
| <b>Vendor 02654 - TAMMY MELTON Total:</b>                     |                |            |                                   | <b>171.52</b>    |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                |                |            |                                   |                  |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Baracuda Essentials               | 96.00            |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Office 365 Mailboxes              | 415.84           |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>          |                |            |                                   | <b>511.84</b>    |
| <b>Department 003 - ADMINISTRATION Total:</b>                 |                |            |                                   | <b>34,520.57</b> |

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| Vendor Name                                                               | Payable Number | Post Date  | Description (Item)           | Amount          |
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| <b>Department: 008 - BUILDING MAINTENANCE</b>                             |                |            |                              |                 |
| <b>Vendor: 018500 - DAVE'S ELECTRIC, INC.</b>                             |                |            |                              |                 |
| DAVE'S ELECTRIC, INC.                                                     | 2024473        | 12/03/2024 | WORK DONE AT M.B. MECHA...   | 1,070.40        |
| <b>Vendor 018500 - DAVE'S ELECTRIC, INC. Total:</b>                       |                |            |                              | <b>1,070.40</b> |
| <b>Vendor: 03619 - MINNESOTA ELEVATOR, INC.</b>                           |                |            |                              |                 |
| MINNESOTA ELEVATOR, INC.                                                  | 1103135        | 12/03/2024 | QUARTERLY SERVICE AGREEM...  | 1,422.42        |
| <b>Vendor 03619 - MINNESOTA ELEVATOR, INC. Total:</b>                     |                |            |                              | <b>1,422.42</b> |
| <b>Vendor: 076635 - THERMAL COMFORT AIR, INC</b>                          |                |            |                              |                 |
| THERMAL COMFORT AIR, INC                                                  | 205139         | 12/10/2024 | REPAIRED LOOSE WIRE ON FU... | 92.00           |
| <b>Vendor 076635 - THERMAL COMFORT AIR, INC Total:</b>                    |                |            |                              | <b>92.00</b>    |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                            |                |            |                              |                 |
| TRUSTED TECH TEAM, INC.                                                   | cb-152355      | 12/09/2024 | Barracuda Essentials         | 12.00           |
| TRUSTED TECH TEAM, INC.                                                   | cb-152355      | 12/09/2024 | Office 365 Mailboxes         | 51.98           |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                      |                |            |                              | <b>63.98</b>    |
| <b>Department 008 - BUILDING MAINTENANCE Total:</b>                       |                |            |                              | <b>2,648.80</b> |
| <b>Department: 010 - PARKS DEPARTMENT</b>                                 |                |            |                              |                 |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>                     |                |            |                              |                 |
| AMERICAN DIGITAL SECURITY,...                                             | INV0035167     | 12/03/2024 | MONTHLY MONITORING, PAR...   | 35.00           |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>               |                |            |                              | <b>35.00</b>    |
| <b>Vendor: 02898 - CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC</b>       |                |            |                              |                 |
| CAT CANS PORTABLE SERVICES...                                             | I37509         | 12/10/2024 | PORTABLE UNIT, FILBY FIELD   | 97.13           |
| <b>Vendor 02898 - CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC Total:</b> |                |            |                              | <b>97.13</b>    |
| <b>Vendor: 043802 - EVERGY</b>                                            |                |            |                              |                 |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | PLAYGROUND PARK SAL          | 502.94          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 920 E GUNNER-PATH LIGHT      | 37.30           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1101 W 12TH -CLEARY PARK ... | 26.55           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1045 W 5TH ST                | 30.17           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 302 W 18TH-BUFFALO SOLDIER   | 381.77          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 900 W 13TH-RATHERT FIELD     | 282.09          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 2307 N JACKSON-POLE LIGHTS   | 385.16          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | RIMROCK PARK & PAL           | 479.88          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 200 N EISENHOWER DR FPUNT    | 26.55           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 104 ASH-TENNIS LIGHTS-COR... | 26.55           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 601 W Chestnut Flag          | 26.55           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 100 GRANT-WASH-MONT PLA...   | 44.84           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1020 1/2 W 11TH              | 59.66           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1900 THOMPSON-CONCESSI...    | 302.73          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1017 W 5TH-TENNIS            | 87.72           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 420 GRANT-BRAMLAGE           | 142.97          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1021 GRANT-FEMA LAND         | 30.71           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 145 E ASH-RIVER WALK         | 58.94           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 900 W 12TH-PARK LIGHT        | 58.61           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | SOUTH PARK SALS              | 198.10          |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1821 CAROLINE AVE-BLUFFS     | 37.88           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 511 N JEFFERSON-HERITAGE     | 41.65           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1124 1/2 S WASH SIGN         | 39.87           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 102 W ASH-BATHROOMS-CO...    | 39.40           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 920 E 5TH-SERTOMA PARK LI... | 33.57           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 930 E GUNNER-PATH LIGHT      | 32.57           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | 1500 ST MARY RD-FIELD        | 62.12           |
| EVERGY                                                                    | INV0031981     | 12/03/2024 | CLEARY PARK SAL              | 544.26          |
| <b>Vendor 043802 - EVERGY Total:</b>                                      |                |            |                              | <b>4,021.11</b> |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                                |                |            |                              |                 |
| KANSAS GAS SERVICE                                                        | INV0031992     | 12/06/2024 | 2307 N JACKSON-PARKS         | 125.41          |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                          |                |            |                              | <b>125.41</b>   |

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| <b>Vendor: 02213 - MASTER LANDSCAPE INC.</b>                |                |            |                               |                 |
| MASTER LANDSCAPE INC.                                       | 52129          | 12/10/2024 | BALLFIELD IRRIGATION, NORT... | 478.84          |
| <b>Vendor 02213 - MASTER LANDSCAPE INC. Total:</b>          |                |            |                               | <b>478.84</b>   |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>         |                |            |                               |                 |
| PITNEY BOWES PURCHASE P...                                  | INV0031998     | 12/09/2024 | POSTAGE REFILL-PARKS          | 190.33          |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>   |                |            |                               | <b>190.33</b>   |
| <b>Vendor: 03577 - RILEIGHS OUTDOOR, LLC</b>                |                |            |                               |                 |
| RILEIGHS OUTDOOR, LLC                                       | INV18064       | 12/10/2024 | CHRISTMAS LIGHTS, REPLACE...  | 84.00           |
| <b>Vendor 03577 - RILEIGHS OUTDOOR, LLC Total:</b>          |                |            |                               | <b>84.00</b>    |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>              |                |            |                               |                 |
| TRUSTED TECH TEAM, INC.                                     | cb-152355      | 12/09/2024 | Barracuda Essentials          | 24.00           |
| TRUSTED TECH TEAM, INC.                                     | cb-152355      | 12/09/2024 | Office 365 Mailboxes          | 103.96          |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>        |                |            |                               | <b>127.96</b>   |
| <b>Department 010 - PARKS DEPARTMENT Total:</b>             |                |            |                               | <b>5,159.78</b> |
| <b>Department: 011 - SWIMMING POOL</b>                      |                |            |                               |                 |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>       |                |            |                               |                 |
| AMERICAN DIGITAL SECURITY,...                               | INV0035190     | 12/03/2024 | MONTHLY MONITORING,POOL       | 40.00           |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b> |                |            |                               | <b>40.00</b>    |
| <b>Vendor: 043802 - EVERGY</b>                              |                |            |                               |                 |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 1017 W 5TH ST POOL            | 86.40           |
| <b>Vendor 043802 - EVERGY Total:</b>                        |                |            |                               | <b>86.40</b>    |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>              |                |            |                               |                 |
| TRUSTED TECH TEAM, INC.                                     | cb-152355      | 12/09/2024 | Office 365 Mailboxes          | 51.98           |
| TRUSTED TECH TEAM, INC.                                     | cb-152355      | 12/09/2024 | Barracuda Essentials          | 12.00           |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>        |                |            |                               | <b>63.98</b>    |
| <b>Department 011 - SWIMMING POOL Total:</b>                |                |            |                               | <b>190.38</b>   |
| <b>Department: 013 - SPIN CITY</b>                          |                |            |                               |                 |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>       |                |            |                               |                 |
| AMERICAN DIGITAL SECURITY,...                               | INV0035568     | 12/03/2024 | MONTHLY MONITORING, SPIN...   | 25.00           |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b> |                |            |                               | <b>25.00</b>    |
| <b>Vendor: 043802 - EVERGY</b>                              |                |            |                               |                 |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 915 S WASHINGTON-GOLF         | 55.40           |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 915 S WASHINGTON-SPIN CITY    | 1,032.30        |
| <b>Vendor 043802 - EVERGY Total:</b>                        |                |            |                               | <b>1,087.70</b> |
| <b>Department 013 - SPIN CITY Total:</b>                    |                |            |                               | <b>1,112.70</b> |
| <b>Department: 014 - JUNCTION CITY AIRPORT</b>              |                |            |                               |                 |
| <b>Vendor: 043802 - EVERGY</b>                              |                |            |                               |                 |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 540 AIRPORT RD 100            | 200.66          |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 520 AIRPORT RD                | 80.10           |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 2619 N JACKSON-AIRPORT LI...  | 31.47           |
| EVERGY                                                      | INV0031981     | 12/03/2024 | 500 AIRPORT RD 1              | 334.94          |
| <b>Vendor 043802 - EVERGY Total:</b>                        |                |            |                               | <b>647.17</b>   |
| <b>Department 014 - JUNCTION CITY AIRPORT Total:</b>        |                |            |                               | <b>647.17</b>   |
| <b>Department: 017 - ROLLING MEADOWS GOLF COURSE</b>        |                |            |                               |                 |
| <b>Vendor: 02104 - BRAMLAGE PROPERTIES, LLC</b>             |                |            |                               |                 |
| BRAMLAGE PROPERTIES, LLC                                    | INV0031984     | 12/04/2024 | BILLBOARD RENTAL-GOLF         | 350.00          |
| <b>Vendor 02104 - BRAMLAGE PROPERTIES, LLC Total:</b>       |                |            |                               | <b>350.00</b>   |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>                |                |            |                               |                 |
| COX BUSINESS SERVICES                                       | DEC2024        | 12/09/2024 | TV Charges                    | 13.99           |
| <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>          |                |            |                               | <b>13.99</b>    |
| <b>Vendor: 017700 - DS&amp;O RURAL ELECTRIC</b>             |                |            |                               |                 |
| DS&O RURAL ELECTRIC                                         | INV0032091     | 12/11/2024 | GOLF COURSE-CART SHED         | 79.67           |
| DS&O RURAL ELECTRIC                                         | INV0032091     | 12/11/2024 | GOLF COURSE                   | 2,060.69        |
| DS&O RURAL ELECTRIC                                         | INV0032091     | 12/11/2024 | GOLF CLUB HOUSE               | 1,187.42        |
| <b>Vendor 017700 - DS&amp;O RURAL ELECTRIC Total:</b>       |                |            |                               | <b>3,327.78</b> |

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|--------------------------------------------------------------|----------------|------------|--------------------------------------------------------------------|-----------------|
| <b>Vendor: 028140 - GEARY COUNTY RWD #4</b>                  |                |            |                                                                    |                 |
| GEARY COUNTY RWD #4                                          | NOV24          | 12/04/2024 | WATER BILL                                                         | 47.13           |
|                                                              |                |            | <b>Vendor 028140 - GEARY COUNTY RWD #4 Total:</b>                  | <b>47.13</b>    |
| <b>Vendor: 03600 - JOSEPH T GIPSON</b>                       |                |            |                                                                    |                 |
| JOSEPH T GIPSON                                              | 611746124      | 12/09/2024 | BUNS FOR RESALE                                                    | 39.00           |
|                                                              |                |            | <b>Vendor 03600 - JOSEPH T GIPSON Total:</b>                       | <b>39.00</b>    |
| <b>Vendor: 03815 - KLMM-66 LLC</b>                           |                |            |                                                                    |                 |
| KLMM-66 LLC                                                  | 487939         | 12/09/2024 | PEST CONTROL                                                       | 137.50          |
|                                                              |                |            | <b>Vendor 03815 - KLMM-66 LLC Total:</b>                           | <b>137.50</b>   |
| <b>Vendor: 020860 - MID KANSAS COOPERATIVE ASSOCIATION</b>   |                |            |                                                                    |                 |
| MID KANSAS COOPERATIVE A...                                  | MHB101008345   | 12/09/2024 | FUEL FOR EQUIPMENT                                                 | 901.74          |
|                                                              |                |            | <b>Vendor 020860 - MID KANSAS COOPERATIVE ASSOCIATION Total:</b>   | <b>901.74</b>   |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>          |                |            |                                                                    |                 |
| PITNEY BOWES PURCHASE P...                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-GOLF                                                | 190.32          |
|                                                              |                |            | <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>          | <b>190.32</b>   |
| <b>Vendor: 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC</b> |                |            |                                                                    |                 |
| SITEONE LANDSCAPE SUPPLY ...                                 | 148372436-001  | 12/04/2024 | IRRIGATION REPAIR                                                  | 116.97          |
|                                                              |                |            | <b>Vendor 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:</b> | <b>116.97</b>   |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>               |                |            |                                                                    |                 |
| TRUSTED TECH TEAM, INC.                                      | cb-152355      | 12/09/2024 | Office 365 Mailboxes                                               | 129.95          |
| TRUSTED TECH TEAM, INC.                                      | cb-152355      | 12/09/2024 | Barracuda Essentials                                               | 30.00           |
|                                                              |                |            | <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>               | <b>159.95</b>   |
|                                                              |                |            | <b>Department 017 - ROLLING MEADOWS GOLF COURSE Total:</b>         | <b>5,284.38</b> |
| <b>Department: 018 - EMERGENCY MEDICAL SERVICES</b>          |                |            |                                                                    |                 |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>        |                |            |                                                                    |                 |
| AMERICAN DIGITAL SECURITY,...                                | INV0035261     | 12/05/2024 | MONTHLY VIRTUAL KEYPAD A...                                        | 25.00           |
|                                                              |                |            | <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>        | <b>25.00</b>    |
| <b>Vendor: 02444 - BOUND TREE MEDICAL, LLC</b>               |                |            |                                                                    |                 |
| BOUND TREE MEDICAL, LLC                                      | 85577664       | 12/05/2024 | MEDICAL SUPPLIES                                                   | 2,719.31        |
|                                                              |                |            | <b>Vendor 02444 - BOUND TREE MEDICAL, LLC Total:</b>               | <b>2,719.31</b> |
| <b>Vendor: 03042 - CATLETT AUTOMOTIVE, INC.</b>              |                |            |                                                                    |                 |
| CATLETT AUTOMOTIVE, INC.                                     | 544404         | 12/10/2024 | FUEL FILTER/564                                                    | 58.64           |
|                                                              |                |            | <b>Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:</b>              | <b>58.64</b>    |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>            |                |            |                                                                    |                 |
| CONNECT PARENT CORPORAT...                                   | CM0001342      | 12/03/2024 | Ambulance                                                          | -28.25          |
|                                                              |                |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>            | <b>-28.25</b>   |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>                 |                |            |                                                                    |                 |
| COX BUSINESS SERVICES                                        | DEC2024        | 12/09/2024 | TV Charges - FS1                                                   | 44.07           |
| COX BUSINESS SERVICES                                        | DEC2024        | 12/09/2024 | TV Charges - FS2                                                   | 39.37           |
|                                                              |                |            | <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>                 | <b>83.44</b>    |
| <b>Vendor: 043802 - EVERGY</b>                               |                |            |                                                                    |                 |
| EVERGY                                                       | INV0031981     | 12/03/2024 | 700 N JEFFERSON                                                    | 1,009.98        |
|                                                              |                |            | <b>Vendor 043802 - EVERGY Total:</b>                               | <b>1,009.98</b> |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                   |                |            |                                                                    |                 |
| KANSAS GAS SERVICE                                           | INV0031991     | 12/06/2024 | 700 N JEFFERSON-                                                   | 26.43           |
|                                                              |                |            | <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                   | <b>26.43</b>    |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>          |                |            |                                                                    |                 |
| PITNEY BOWES PURCHASE P...                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-AMBULANCE                                           | 190.33          |
|                                                              |                |            | <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>          | <b>190.33</b>   |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>               |                |            |                                                                    |                 |
| TRUSTED TECH TEAM, INC.                                      | cb-152355      | 12/09/2024 | Barracuda Essentials                                               | 180.00          |
| TRUSTED TECH TEAM, INC.                                      | cb-152355      | 12/09/2024 | Office 365 Mailboxes                                               | 779.70          |
|                                                              |                |            | <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>               | <b>959.70</b>   |
|                                                              |                |            | <b>Department 018 - EMERGENCY MEDICAL SERVICES Total:</b>          | <b>5,044.58</b> |

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| Vendor Name                                                  | Payable Number | Post Date  | Description (Item)             | Amount          |
|--------------------------------------------------------------|----------------|------------|--------------------------------|-----------------|
| <b>Department: 019 - ANIMAL SHELTER</b>                      |                |            |                                |                 |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>        |                |            |                                |                 |
| AMERICAN DIGITAL SECURITY,...                                | INV0035193     | 12/10/2024 | INV0035193-Dec2024-Animal...   | 35.00           |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>  |                |            |                                | <b>35.00</b>    |
| <b>Vendor: 043802 - EVERGY</b>                               |                |            |                                |                 |
| EVERGY                                                       | INV0032086     | 12/10/2024 | 2424 N JACKSON -               | 377.46          |
| <b>Vendor 043802 - EVERGY Total:</b>                         |                |            |                                | <b>377.46</b>   |
| <b>Vendor: 03282 - MIDWEST VETERINARY SUPPLY, INC.</b>       |                |            |                                |                 |
| MIDWEST VETERINARY SUPPL...                                  | 23843859 000   | 12/10/2024 | 23843859-000-,Rescue Conce...  | 361.88          |
| MIDWEST VETERINARY SUPPL...                                  | 23843859 000   | 12/10/2024 | 23843859-000-VetprofenTabs     | 151.72          |
| <b>Vendor 03282 - MIDWEST VETERINARY SUPPLY, INC. Total:</b> |                |            |                                | <b>513.60</b>   |
| <b>Vendor: 065885 - RAM EXTERMINATORS, LLC</b>               |                |            |                                |                 |
| RAM EXTERMINATORS, LLC                                       | 22256          | 12/10/2024 | 22256-Dec 2024-Monthly Spr...  | 54.00           |
| <b>Vendor 065885 - RAM EXTERMINATORS, LLC Total:</b>         |                |            |                                | <b>54.00</b>    |
| <b>Department 019 - ANIMAL SHELTER Total:</b>                |                |            |                                | <b>980.06</b>   |
| <b>Department: 022 - BUILDING CODES &amp; INSPECTIONS</b>    |                |            |                                |                 |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>            |                |            |                                |                 |
| CONNECT PARENT CORPORAT...                                   | CM0001342      | 12/03/2024 | Code                           | -28.25          |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>      |                |            |                                | <b>-28.25</b>   |
| <b>Vendor: 03495 - JEFFREY ROETHER</b>                       |                |            |                                |                 |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1009 S GARFIELD - TRASH        | 300.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 211 E 2ND ST - COUCH           | 100.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1201 W 18TH ST - TREES         | 100.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 702 W 6TH ST - TREES           | 150.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 416 W 12TH ST - TREES          | 100.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 404 N WEBSTER - TREES          | 150.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 538 W 2ND ST - TREES           | 100.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 340 W PINE ST - TREES          | 100.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 214 E 5TH ST - TRASH           | 150.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 934 W 9TH ST - LOTS OF TRAS... | 900.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 728 W 4TH ST - TREES / TRASH   | 500.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1408 N ADAMS ST - TREES        | 475.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 301 E 8TH ST - TRASH           | 300.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 215 W 14TH ST - DEAD TREE L... | 300.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1412 THOMPSON DR - TREES /...  | 275.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1312 SKYLINE DR - GLASS/TRA... | 275.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 231 W 9TH ST - TREES           | 275.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 215 W 14TH ST - TREES IN FE... | 175.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | FULLER CIR - TRASH             | 175.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 1042 GRANT AVE - TREES         | 200.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 640 W 11TH ST - TRESS          | 200.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 136B E VINE ST - TRASH         | 225.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 200 N BUNKER HILL - TREES      | 200.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 822 CLEARY TREES / TRASH       | 200.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 533 W ASH ST - TRASH / DEBR... | 125.00          |
| JEFFREY ROETHER                                              | 1290           | 12/10/2024 | 941 CEDAR ST                   | 100.00          |
| <b>Vendor 03495 - JEFFREY ROETHER Total:</b>                 |                |            |                                | <b>6,150.00</b> |
| <b>Vendor: 02345 - MUNIE GREENCARE PROFESSIONALS</b>         |                |            |                                |                 |
| MUNIE GREENCARE PROFESSI...                                  | 11012024SK     | 12/09/2024 | 843 GRANT AVE                  | 32.50           |
| MUNIE GREENCARE PROFESSI...                                  | 11012024SK     | 12/09/2024 | 701 N MONROE ST                | 65.00           |
| MUNIE GREENCARE PROFESSI...                                  | 11012024SK     | 12/09/2024 | 722 W 11TH ST                  | 65.00           |
| MUNIE GREENCARE PROFESSI...                                  | 11012024SK     | 12/09/2024 | 909 JACKALOPE                  | 32.50           |
| MUNIE GREENCARE PROFESSI...                                  | 11082024SK     | 12/09/2024 | 00000 SAWMILL RD               | 65.00           |
| <b>Vendor 02345 - MUNIE GREENCARE PROFESSIONALS Total:</b>   |                |            |                                | <b>260.00</b>   |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>          |                |            |                                |                 |
| PITNEY BOWES PURCHASE P...                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-BLIGHTS/CO...   | 190.33          |



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| Vendor Name                                                                  | Payable Number | Post Date  | Description (Item)                | Amount           |
|------------------------------------------------------------------------------|----------------|------------|-----------------------------------|------------------|
| PITNEY BOWES PURCHASE P...                                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-CODES              | 190.33           |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>                    |                |            |                                   | <b>380.66</b>    |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                               |                |            |                                   |                  |
| TRUSTED TECH TEAM, INC.                                                      | cb-152355      | 12/09/2024 | Baracudda Esentials               | 48.00            |
| TRUSTED TECH TEAM, INC.                                                      | cb-152355      | 12/09/2024 | Office 365 Mailboxes              | 207.92           |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                         |                |            |                                   | <b>255.92</b>    |
| <b>Department 022 - BUILDING CODES &amp; INSPECTIONS Total:</b>              |                |            |                                   | <b>7,018.33</b>  |
| <b>Department: 023 - LAW ENFORCEMENT DEPARTMENT</b>                          |                |            |                                   |                  |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>                        |                |            |                                   |                  |
| AMERICAN DIGITAL SECURITY,...                                                | INV0035260     | 12/10/2024 | INV0035260-Dec2024-JCPD W...      | 25.00            |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>                  |                |            |                                   | <b>25.00</b>     |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                            |                |            |                                   |                  |
| CONNECT PARENT CORPORAT...                                                   | CM0001342      | 12/03/2024 | Police                            | -2.82            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>                      |                |            |                                   | <b>-2.82</b>     |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>                                 |                |            |                                   |                  |
| COX BUSINESS SERVICES                                                        | DEC2024        | 12/09/2024 | TV Charges                        | 161.06           |
| <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>                           |                |            |                                   | <b>161.06</b>    |
| <b>Vendor: 03445 - DAVIS &amp; STANTON, INC.</b>                             |                |            |                                   |                  |
| DAVIS & STANTON, INC.                                                        | 152142         | 12/10/2024 | 15241-Uniform Police Bars         | 185.50           |
| <b>Vendor 03445 - DAVIS &amp; STANTON, INC. Total:</b>                       |                |            |                                   | <b>185.50</b>    |
| <b>Vendor: 043802 - EVERGY</b>                                               |                |            |                                   |                  |
| EVERGY                                                                       | INV0031981     | 12/03/2024 | 312 E 9TH-JCPD STORAGE            | 266.76           |
| EVERGY                                                                       | INV0031987     | 12/05/2024 | 230 E 9TH                         | 33.06            |
| <b>Vendor 043802 - EVERGY Total:</b>                                         |                |            |                                   | <b>299.82</b>    |
| <b>Vendor: 028442 - GEARY COUNTY SHERIFF</b>                                 |                |            |                                   |                  |
| GEARY COUNTY SHERIFF                                                         | November 2024  | 12/10/2024 | November 2024-Jail Expenses       | 30,000.00        |
| GEARY COUNTY SHERIFF                                                         | November 2024  | 12/10/2024 | Inmate Prescriptions-Nov 13th...  | 44.93            |
| GEARY COUNTY SHERIFF                                                         | November 2024  | 12/10/2024 | Inmate Prescriptions-Nov 6th ...  | 107.40           |
| <b>Vendor 028442 - GEARY COUNTY SHERIFF Total:</b>                           |                |            |                                   | <b>30,152.33</b> |
| <b>Vendor: 04206 - GOVERNMENTJOBS.COM,INC.</b>                               |                |            |                                   |                  |
| GOVERNMENTJOBS.COM,INC.                                                      | INV 126561     | 12/10/2024 | BackgroundInvestigationsSetu...   | 4,000.00         |
| <b>Vendor 04206 - GOVERNMENTJOBS.COM,INC. Total:</b>                         |                |            |                                   | <b>4,000.00</b>  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                                   |                |            |                                   |                  |
| KANSAS GAS SERVICE                                                           | INV0031993     | 12/06/2024 | 312 E 9TH-WAREHOUSE               | 61.64            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                             |                |            |                                   | <b>61.64</b>     |
| <b>Vendor: 03148 - LEXISNEXIS RISK DATA MANAGEMENT INC.</b>                  |                |            |                                   |                  |
| LEXISNEXIS RISK DATA MANA...                                                 | 1100062529     | 12/10/2024 | 1100062529-November 2024...       | 797.24           |
| <b>Vendor 03148 - LEXISNEXIS RISK DATA MANAGEMENT INC. Total:</b>            |                |            |                                   | <b>797.24</b>    |
| <b>Vendor: 02897 - PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC.</b>       |                |            |                                   |                  |
| PEPSI COLA BOTTLING COMP...                                                  | 1234 218675    | 12/10/2024 | 1234:218675-Sugar, Creamer,...    | 161.00           |
| <b>Vendor 02897 - PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC. Total:</b> |                |            |                                   | <b>161.00</b>    |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                          |                |            |                                   |                  |
| PITNEY BOWES PURCHASE P...                                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-POLICE             | 190.33           |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>                    |                |            |                                   | <b>190.33</b>    |
| <b>Vendor: 065885 - RAM EXTERMINATORS, LLC</b>                               |                |            |                                   |                  |
| RAM EXTERMINATORS, LLC                                                       | 22272          | 12/10/2024 | 22272-PD Rodent Control           | 79.00            |
| <b>Vendor 065885 - RAM EXTERMINATORS, LLC Total:</b>                         |                |            |                                   | <b>79.00</b>     |
| <b>Vendor: 02198 - SALTUS TECHNOLOGIES</b>                                   |                |            |                                   |                  |
| SALTUS TECHNOLOGIES                                                          | 2412 06        | 12/10/2024 | 2412-06 Digiticket-Jan 1st 202... | 5,950.00         |
| <b>Vendor 02198 - SALTUS TECHNOLOGIES Total:</b>                             |                |            |                                   | <b>5,950.00</b>  |
| <b>Vendor: 01167 - STAPLES ADVANTAGE</b>                                     |                |            |                                   |                  |
| STAPLES ADVANTAGE                                                            | 6017537057     | 12/10/2024 | 6017537057-6 Compartment ...      | 27.09            |
| <b>Vendor 01167 - STAPLES ADVANTAGE Total:</b>                               |                |            |                                   | <b>27.09</b>     |
| <b>Vendor: 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC</b>                  |                |            |                                   |                  |
| STORMONT VAIL HEALTH FLIN...                                                 | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING             | 70.00            |

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| Vendor Name                                                         | Payable Number | Post Date  | Description (Item)           | Amount           |
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| STORMONT VAIL HEALTH FLIN...                                        | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING        | 25.00            |
| <b>Vendor 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC Total:</b>   |                |            |                              | <b>95.00</b>     |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                      |                |            |                              |                  |
| TRUSTED TECH TEAM, INC.                                             | cb-152355      | 12/09/2024 | Barracuda Essentials         | 408.00           |
| TRUSTED TECH TEAM, INC.                                             | cb-152355      | 12/09/2024 | Office 365 Mailboxes         | 2,053.21         |
| TRUSTED TECH TEAM, INC.                                             | cb-152355      | 12/09/2024 | Office 365 Mailboxes         | 337.87           |
| TRUSTED TECH TEAM, INC.                                             | cb-152355      | 12/09/2024 | Barracuda Essentials         | 78.00            |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                |                |            |                              | <b>2,877.08</b>  |
| <b>Vendor: 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC.</b>       |                |            |                              |                  |
| UNDERGROUND VAULTS & ST...                                          | 1101521        | 12/10/2024 | 1101521-December 2024-Shr... | 30.00            |
| <b>Vendor 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC. Total:</b> |                |            |                              | <b>30.00</b>     |
| <b>Department 023 - LAW ENFORCEMENT DEPARTMENT Total:</b>           |                |            |                              | <b>45,089.27</b> |
| <b>Department: 024 - FIRE DEPARTMENT</b>                            |                |            |                              |                  |
| <b>Vendor: 04272 - ADAM POWERS</b>                                  |                |            |                              |                  |
| ADAM POWERS                                                         | HELENE-2024    | 12/09/2024 | MEALS/HELENE DEPLOYMENT ..   | 33.44            |
| <b>Vendor 04272 - ADAM POWERS Total:</b>                            |                |            |                              | <b>33.44</b>     |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>               |                |            |                              |                  |
| AMERICAN DIGITAL SECURITY,...                                       | INV0035261     | 12/05/2024 | MONTHLY VIRTUAL KEYPAD A...  | 25.00            |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>         |                |            |                              | <b>25.00</b>     |
| <b>Vendor: 03042 - CATLETT AUTOMOTIVE, INC.</b>                     |                |            |                              |                  |
| CATLETT AUTOMOTIVE, INC.                                            | 543840         | 12/05/2024 | BATTERY AND OIL FOR RESCUE.. | 35.98            |
| CATLETT AUTOMOTIVE, INC.                                            | 543840         | 12/05/2024 | BATTERY AND OIL FOR RESCUE.. | 469.26           |
| <b>Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:</b>               |                |            |                              | <b>505.24</b>    |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                   |                |            |                              |                  |
| CONNECT PARENT CORPORAT...                                          | CM0001342      | 12/03/2024 | Fire                         | -28.25           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             |                |            |                              | <b>-28.25</b>    |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>                        |                |            |                              |                  |
| COX BUSINESS SERVICES                                               | DEC2024        | 12/09/2024 | TV Charges - FS1             | 44.07            |
| COX BUSINESS SERVICES                                               | DEC2024        | 12/09/2024 | TV Charges - FS2             | 39.38            |
| <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>                  |                |            |                              | <b>83.45</b>     |
| <b>Vendor: 015769 - DEAM &amp; DEAM LLC</b>                         |                |            |                              |                  |
| DEAM & DEAM LLC                                                     | JCFS2-01       | 12/09/2024 | ARCHITECTURAL AND BIDDING..  | 5,055.00         |
| <b>Vendor 015769 - DEAM &amp; DEAM LLC Total:</b>                   |                |            |                              | <b>5,055.00</b>  |
| <b>Vendor: 043802 - EVERGY</b>                                      |                |            |                              |                  |
| EVERGY                                                              | INV0031981     | 12/03/2024 | 2245 LACY DR                 | 1,081.53         |
| EVERGY                                                              | INV0031981     | 12/03/2024 | 700 N JEFFERSON              | 1,009.99         |
| <b>Vendor 043802 - EVERGY Total:</b>                                |                |            |                              | <b>2,091.52</b>  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                          |                |            |                              |                  |
| KANSAS GAS SERVICE                                                  | INV0031991     | 12/06/2024 | 700 N JEFFERSON-             | 26.43            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                    |                |            |                              | <b>26.43</b>     |
| <b>Vendor: 02466 - NATIONAL FLEET TESTING SERVICES, INC.</b>        |                |            |                              |                  |
| NATIONAL FLEET TESTING SER...                                       | JCFD2024       | 12/05/2024 | ANNUAL AERIAL AND LADDER ... | 425.00           |
| NATIONAL FLEET TESTING SER...                                       | JCFD2024       | 12/05/2024 | ANNUAL AERIAL AND LADDER ... | 331.25           |
| <b>Vendor 02466 - NATIONAL FLEET TESTING SERVICES, INC. Total:</b>  |                |            |                              | <b>756.25</b>    |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                 |                |            |                              |                  |
| PITNEY BOWES PURCHASE P...                                          | INV0031998     | 12/09/2024 | POSTAGE REFILL-FIRE          | 190.33           |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           |                |            |                              | <b>190.33</b>    |
| <b>Vendor: 02561 - SAPP BROS INC.</b>                               |                |            |                              |                  |
| SAPP BROS INC.                                                      | 2310059551     | 12/09/2024 | HOSE CLAMPS AND COOLANT...   | 63.96            |
| SAPP BROS INC.                                                      | 2310059551     | 12/09/2024 | HOSE CLAMPS AND COOLANT...   | 27.98            |
| <b>Vendor 02561 - SAPP BROS INC. Total:</b>                         |                |            |                              | <b>91.94</b>     |
| <b>Vendor: 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC</b>         |                |            |                              |                  |
| STORMONT VAIL HEALTH FLIN...                                        | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING        | 195.00           |
| <b>Vendor 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC Total:</b>   |                |            |                              | <b>195.00</b>    |

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| Vendor Name                                           | Payable Number | Post Date  | Description (Item)             | Amount            |
|-------------------------------------------------------|----------------|------------|--------------------------------|-------------------|
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>        |                |            |                                |                   |
| TRUSTED TECH TEAM, INC.                               | cb-152355      | 12/09/2024 | Barracuda Essentials           | 180.00            |
| TRUSTED TECH TEAM, INC.                               | cb-152355      | 12/09/2024 | Office 365 Mailboxes           | 779.70            |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>  |                |            |                                | <b>959.70</b>     |
| <b>Vendor: 01924 - TYLER ROSS</b>                     |                |            |                                |                   |
| TYLER ROSS                                            | HELENE-2024    | 12/05/2024 | MEALS/HELENE DEPLOYMENT ..     | 37.43             |
| <b>Vendor 01924 - TYLER ROSS Total:</b>               |                |            |                                | <b>37.43</b>      |
| <b>Department 024 - FIRE DEPARTMENT Total:</b>        |                |            |                                | <b>10,022.48</b>  |
| <b>Department: 025 - STREET DEPARTMENT</b>            |                |            |                                |                   |
| <b>Vendor: 006660 - BAYER CONSTRUCTION CO.</b>        |                |            |                                |                   |
| BAYER CONSTRUCTION CO.                                | A24D1905.1     | 12/09/2024 | PAVEMENT IMPROVEMENTS F...     | 159,039.50        |
| BAYER CONSTRUCTION CO.                                | SMS683383      | 12/04/2024 | 1 1/4" ROAD ROCK               | 769.65            |
| BAYER CONSTRUCTION CO.                                | SMS683442      | 12/05/2024 | 1 1/4" ROAD ROCK               | 669.02            |
| <b>Vendor 006660 - BAYER CONSTRUCTION CO. Total:</b>  |                |            |                                | <b>160,478.17</b> |
| <b>Vendor: 018500 - DAVE'S ELECTRIC, INC.</b>         |                |            |                                |                   |
| DAVE'S ELECTRIC, INC.                                 | 2024461        | 12/06/2024 | MAINTENANCE ON MISC GEN...     | 608.21            |
| DAVE'S ELECTRIC, INC.                                 | 2024476        | 12/05/2024 | MAINT ON MISC GENERATORS       | 525.00            |
| <b>Vendor 018500 - DAVE'S ELECTRIC, INC. Total:</b>   |                |            |                                | <b>1,133.21</b>   |
| <b>Vendor: 017700 - DS&amp;O RURAL ELECTRIC</b>       |                |            |                                |                   |
| DS&O RURAL ELECTRIC                                   | CM0001344      | 12/11/2024 | Capital credit                 | -812.30           |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | QUINTON POINT SIREN            | 62.48             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | 1807 LYDIA LN-WARNING SIR...   | 60.32             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HARGRAVES#5          | 202.70            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | ROUNABOUT LIGHTING             | 125.09            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | NORTH 1/2 BLUE JAY WAY         | 318.36            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT INDIAN RIDGE/J.CI... | 74.76             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | SOUTH 1/2 BLUE JAY WAY         | 198.98            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS ALONG SVR               | 378.05            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT SUTTERWOODS          | 504.32            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT SUTTER HIGHLANDS     | 448.93            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | 2404 K-18 HWY                  | 138.49            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HARGRAVES #2         | 99.49             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HARGRAVES #3         | 59.69             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HUNTERS RIDGE        | 888.46            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT RUSSUEL JOHNSON...   | 52.76             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HARGRAVES #1         | 39.80             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT MANN'S RANCH #2      | 33.50             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HARGRAVES #4         | 19.90             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT HILLTOP #5           | 13.13             |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT MANN'S RANCH         | 136.97            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | LIGHTS AT OLIVIA FARMS         | 290.75            |
| DS&O RURAL ELECTRIC                                   | INV0032091     | 12/11/2024 | K-18 HWY/SPRING VALLEY RD      | 99.22             |
| <b>Vendor 017700 - DS&amp;O RURAL ELECTRIC Total:</b> |                |            |                                | <b>3,433.85</b>   |
| <b>Vendor: 043802 - EVERGY</b>                        |                |            |                                |                   |
| EVERGY                                                | INV0031981     | 12/03/2024 | 2324 N JACKSON-PUBLIC WO...    | 303.58            |
| EVERGY                                                | INV0031981     | 12/03/2024 | 1222 W 8TH-SIREN               | 26.55             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 1804 N JACKSON SIREN           | 26.55             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 137 W 15TH ST SIREN            | 29.00             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 403 GRANT AVE-SIREN            | 29.89             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 940 GRANT -SIREN               | 29.97             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 701 SOUTHWIND-SIREN            | 30.01             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 703 W ASH-SIREN                | 30.05             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 1102 ST MARYS RD-SIREN         | 30.26             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 1361 W 14TH ST -SIREN          | 70.86             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 2631 OAKWOOD DR-SIREN          | 29.52             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 1935 NORTHWIND-SIREN           | 30.50             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 100 W VINE-SIREN               | 41.07             |
| EVERGY                                                | INV0031981     | 12/03/2024 | 902 E CHESTNUT-ST LIGHT        | 374.50            |

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| Vendor Name                          | Payable Number | Post Date  | Description (Item)          | Amount          |
|--------------------------------------|----------------|------------|-----------------------------|-----------------|
| EVERGY                               | INV0031981     | 12/03/2024 | 1200 S WASHINGTON-ST LIGHT  | 384.60          |
| EVERGY                               | INV0031981     | 12/03/2024 | 101 E 6TH STREET-SIGNAL     | 54.80           |
| EVERGY                               | INV0031981     | 12/03/2024 | 600 W 6TH-ST LIGHT          | 49.23           |
| EVERGY                               | INV0031981     | 12/03/2024 | 807 N WASHINGTON            | 83.81           |
| EVERGY                               | INV0031981     | 12/03/2024 | 716 N WASHINGTON-ST LIGH... | 120.80          |
| EVERGY                               | INV0031981     | 12/03/2024 | 142 W 8TH ST                | 77.14           |
| EVERGY                               | INV0031981     | 12/03/2024 | 219 W 7TH ST SAL            | 240.15          |
| EVERGY                               | INV0031981     | 12/03/2024 | 351 E CHESTNUT              | 345.68          |
| EVERGY                               | INV0031981     | 12/03/2024 | 401 CAROLINE CT-ST LIGHTS   | 38.09           |
| EVERGY                               | INV0031981     | 12/03/2024 | 615 N WASHINGTON-ST LIGH... | 62.50           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1632 N WASHINGTON-ST LIG... | 26.61           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1419 N JEFFERSON-ST LIGHTS  | 26.63           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1500 ST MARYS-ST LIGHTS     | 28.84           |
| EVERGY                               | INV0031981     | 12/03/2024 | 102 GRANT AVE               | 26.55           |
| EVERGY                               | INV0031981     | 12/03/2024 | 920 SPRUCE ST-ST LIGHTS     | 33.73           |
| EVERGY                               | INV0031981     | 12/03/2024 | 2800 GATEWAY-ST LIGHT       | 34.64           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1618 N JEFFERSON-ST LIGHTS  | 27.24           |
| EVERGY                               | INV0031981     | 12/03/2024 | 825 CRESTVIEW-ST LIGHTS     | 26.76           |
| EVERGY                               | INV0031981     | 12/03/2024 | 132 N EISENHOWER-ST LIGHT   | 26.66           |
| EVERGY                               | INV0031981     | 12/03/2024 | 641 GARFIELD                | 16.25           |
| EVERGY                               | INV0031981     | 12/03/2024 | 604 N ADAMS-ST LIGHT        | 16.00           |
| EVERGY                               | INV0031981     | 12/03/2024 | 439 W 8TH ST                | 13.14           |
| EVERGY                               | INV0031981     | 12/03/2024 | 124 E 9TH ST                | 14.52           |
| EVERGY                               | INV0031981     | 12/03/2024 | 6TH MADISON SIGNAL          | 43.70           |
| EVERGY                               | INV0031981     | 12/03/2024 | 8TH WASHINGTON              | 41.50           |
| EVERGY                               | INV0031981     | 12/03/2024 | 599 EISENHOWER              | 13.68           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1501 N JACKSON              | 16.74           |
| EVERGY                               | INV0031981     | 12/03/2024 | 316 N US HIGHWAY 77 SIGNAL  | 68.87           |
| EVERGY                               | INV0031981     | 12/03/2024 | 510 1/2 N JACKSON ST        | 28.84           |
| EVERGY                               | INV0031981     | 12/03/2024 | 117 S WASHINGTON            | 47.02           |
| EVERGY                               | INV0031981     | 12/03/2024 | 1501 RUCKER                 | 108.89          |
| EVERGY                               | INV0031981     | 12/03/2024 | 1760 W ASH-SIGNAL           | 87.73           |
| EVERGY                               | INV0031981     | 12/03/2024 | 312 N WASHINGTON            | 27.24           |
| EVERGY                               | INV0031981     | 12/03/2024 | 127 E 6TH ST                | 26.55           |
| EVERGY                               | INV0032002     | 12/09/2024 | 133 E 6TH                   | 52.83           |
| <b>Vendor 043802 - EVERGY Total:</b> |                |            |                             | <b>3,420.27</b> |

**Vendor: 043271 - KANSAS GAS SERVICE**

|                                                  |            |            |                             |              |
|--------------------------------------------------|------------|------------|-----------------------------|--------------|
| KANSAS GAS SERVICE                               | INV0031992 | 12/06/2024 | 2324 N JACKSON-PUBLIC WO... | 22.34        |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b> |            |            |                             | <b>22.34</b> |

**Vendor: 044640 - KAW VALLEY ENGINEERING, INC**

|                                                           |         |            |                               |                   |
|-----------------------------------------------------------|---------|------------|-------------------------------|-------------------|
| KAW VALLEY ENGINEERING, I...                              | A450872 | 12/09/2024 | 2025 ALLEY REPAIRS            | 2,436.70          |
| KAW VALLEY ENGINEERING, I...                              | A50844  | 12/10/2024 | 001-5-02500-0000-0728         | 1,978.04          |
| KAW VALLEY ENGINEERING, I...                              | A50845  | 12/09/2024 | 2025 ALLEY REPAIRS            | 21,754.25         |
| KAW VALLEY ENGINEERING, I...                              | A50846  | 12/09/2024 | 2025 STREET MAINTENANCE       | 20,127.16         |
| KAW VALLEY ENGINEERING, I...                              | A50851  | 12/09/2024 | 2024 STREET MAINTENANCE       | 3,267.55          |
| KAW VALLEY ENGINEERING, I...                              | A50858  | 12/09/2024 | BRIGHTSPEED FIBER UPDATE      | 1,277.21          |
| KAW VALLEY ENGINEERING, I...                              | A50865  | 12/09/2024 | FIRE STATION 1 & 2 DRIVEWAY.. | 2,341.31          |
| KAW VALLEY ENGINEERING, I...                              | A50884  | 12/09/2024 | 2025 STREET MAINTENANCE       | 7,414.22          |
| KAW VALLEY ENGINEERING, I...                              | A50909  | 12/09/2024 | 2024 STREET MAINTENANCE       | 30,175.57         |
| KAW VALLEY ENGINEERING, I...                              | A50912  | 12/09/2024 | FIRE STATION 1 & 2 DRIVEWAY.. | 16,008.27         |
| KAW VALLEY ENGINEERING, I...                              | A50928  | 12/09/2024 | 2024 ON-CALL ENGINEERING      | 15,180.40         |
| <b>Vendor 044640 - KAW VALLEY ENGINEERING, INC Total:</b> |         |            |                               | <b>121,960.68</b> |

**Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO**

|                                                       |            |            |       |               |
|-------------------------------------------------------|------------|------------|-------|---------------|
| MSC INDUSTRIAL SUPPLY CO                              | 7366977001 | 12/03/2024 | STOCK | 432.19        |
| <b>Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:</b> |            |            |       | <b>432.19</b> |

**Vendor: 063663 - PITNEY BOWES PURCHASE POWER**

|                                                           |            |            |                              |               |
|-----------------------------------------------------------|------------|------------|------------------------------|---------------|
| PITNEY BOWES PURCHASE P...                                | INV0031998 | 12/09/2024 | POSTAGE REFILL-PUBLIC WOR... | 190.33        |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b> |            |            |                              | <b>190.33</b> |

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|---------------------------------------------------------------------|-------------------------------|------------|-----------------------------------|-------------------|
| <b>Vendor: 01167 - STAPLES ADVANTAGE</b>                            |                               |            |                                   |                   |
| STAPLES ADVANTAGE                                                   | 6017537058                    | 12/09/2024 | PW FORKS, KNIVES, PLDGE, A...     | 24.54             |
| <b>Vendor 01167 - STAPLES ADVANTAGE Total:</b>                      |                               |            |                                   | <b>24.54</b>      |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                      |                               |            |                                   |                   |
| TRUSTED TECH TEAM, INC.                                             | cb-152355                     | 12/09/2024 | Barracuda Essentials              | 66.00             |
| TRUSTED TECH TEAM, INC.                                             | cb-152355                     | 12/09/2024 | Office 365 Mailboxes              | 285.89            |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                |                               |            |                                   | <b>351.89</b>     |
| <b>Vendor: 03911 - VERIZON CONNECT FLEET USA LLC</b>                |                               |            |                                   |                   |
| VERIZON CONNECT FLEET USA...                                        | 603000064677                  | 12/09/2024 | Monthly Charges - Nov24           | 218.80            |
| <b>Vendor 03911 - VERIZON CONNECT FLEET USA LLC Total:</b>          |                               |            |                                   | <b>218.80</b>     |
| <b>Department 025 - STREET DEPARTMENT Total:</b>                    |                               |            |                                   | <b>291,666.27</b> |
| <b>Department: 029 - LEGAL DEPARTMENT</b>                           |                               |            |                                   |                   |
| <b>Vendor: 03107 - MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC</b>       |                               |            |                                   |                   |
| MICHAEL P. HINKIN ATTORNE...                                        | 12.17.24                      | 12/09/2024 | TWICE MONTHLY                     | 2,333.00          |
| <b>Vendor 03107 - MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC Total:</b> |                               |            |                                   | <b>2,333.00</b>   |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                 |                               |            |                                   |                   |
| PITNEY BOWES PURCHASE P...                                          | INV0031998                    | 12/09/2024 | POSTAGE REFILL-LEGAL              | 190.33            |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           |                               |            |                                   | <b>190.33</b>     |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                      |                               |            |                                   |                   |
| TRUSTED TECH TEAM, INC.                                             | cb-152355                     | 12/09/2024 | Barracuda Essentials              | 30.00             |
| TRUSTED TECH TEAM, INC.                                             | cb-152355                     | 12/09/2024 | Office 365 Mailboxes              | 129.95            |
| <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                |                               |            |                                   | <b>159.95</b>     |
| <b>Department 029 - LEGAL DEPARTMENT Total:</b>                     |                               |            |                                   | <b>2,683.28</b>   |
| <b>Department: 030 - MUNICIPAL COURT</b>                            |                               |            |                                   |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                   |                               |            |                                   |                   |
| CONNECT PARENT CORPORAT...                                          | CM0001342                     | 12/03/2024 | Court                             | -16.95            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             |                               |            |                                   | <b>-16.95</b>     |
| <b>Vendor: 01604 - COX BUSINESS SERVICES</b>                        |                               |            |                                   |                   |
| COX BUSINESS SERVICES                                               | DEC2024                       | 12/09/2024 | TV - Municipal Court              | 15.74             |
| <b>Vendor 01604 - COX BUSINESS SERVICES Total:</b>                  |                               |            |                                   | <b>15.74</b>      |
| <b>Vendor: 043802 - EVERGY</b>                                      |                               |            |                                   |                   |
| EVERGY                                                              | INV0031981                    | 12/03/2024 | 701 N JEFFERSON-MUNICIPAL...      | 364.30            |
| <b>Vendor 043802 - EVERGY Total:</b>                                |                               |            |                                   | <b>364.30</b>     |
| <b>Vendor: 028442 - GEARY COUNTY SHERIFF</b>                        |                               |            |                                   |                   |
| GEARY COUNTY SHERIFF                                                | Nov 2024 Booking              | 12/10/2024 | November 2024-Booking Fees        | 952.08            |
| <b>Vendor 028442 - GEARY COUNTY SHERIFF Total:</b>                  |                               |            |                                   | <b>952.08</b>     |
| <b>Vendor: 01469 - JOSHUA DOUGLASS</b>                              |                               |            |                                   |                   |
| JOSHUA DOUGLASS                                                     | 12.17.2024                    | 12/09/2024 | PAYMENT-TWICE MONTHLY             | 3,229.16          |
| <b>Vendor 01469 - JOSHUA DOUGLASS Total:</b>                        |                               |            |                                   | <b>3,229.16</b>   |
| <b>Vendor: 04245 - MICHELLE L. BROWN</b>                            |                               |            |                                   |                   |
| MICHELLE L. BROWN                                                   | 112524                        | 12/09/2024 | Michelle Brown- Judge Covera...   | 125.00            |
| MICHELLE L. BROWN                                                   | 12924                         | 12/09/2024 | Michelle Brown- Invoice Cope      | 500.00            |
| <b>Vendor 04245 - MICHELLE L. BROWN Total:</b>                      |                               |            |                                   | <b>625.00</b>     |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                 |                               |            |                                   |                   |
| PITNEY BOWES PURCHASE P...                                          | INV0031998                    | 12/09/2024 | POSTAGE REFILL-COURT              | 190.33            |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           |                               |            |                                   | <b>190.33</b>     |
| <b>Vendor: 04273 - RESTORATION CENTER INC.</b>                      |                               |            |                                   |                   |
| RESTORATION CENTER INC.                                             | 111324                        | 12/09/2024 | Restoration Center Invoice- Fel.. | 150.00            |
| <b>Vendor 04273 - RESTORATION CENTER INC. Total:</b>                |                               |            |                                   | <b>150.00</b>     |
| <b>Vendor: 04268 - RICHARD WINKLER</b>                              |                               |            |                                   |                   |
| RICHARD WINKLER                                                     | Case #23-20488 Bond Refund... | 12/03/2024 | Bond Refund Case #23-20488...     | 500.00            |
| <b>Vendor 04268 - RICHARD WINKLER Total:</b>                        |                               |            |                                   | <b>500.00</b>     |

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|---------------------------------------------------------------|----------------|------------|---------------------------------------------------------------------|-------------------|
| <b>Vendor: 04270 - RUIZ, ELISEO HERNANDEZ</b>                 |                |            |                                                                     |                   |
| RUIZ, ELISEO HERNANDEZ                                        | INV0031985     | 12/05/2024 | RUIZ, ELISEO HERNANDEZ                                              | 335.00            |
|                                                               |                |            | <b>Vendor 04270 - RUIZ, ELISEO HERNANDEZ Total:</b>                 | <b>335.00</b>     |
| <b>Vendor: 04271 - TROTTER, CHRISTOPHER LAMONT</b>            |                |            |                                                                     |                   |
| TROTTER, CHRISTOPHER LAMONT                                   | INV0031990     | 12/05/2024 | TROTTER, CHRISTOPHER LAMONT                                         | 125.00            |
|                                                               |                |            | <b>Vendor 04271 - TROTTER, CHRISTOPHER LAMONT Total:</b>            | <b>125.00</b>     |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                |                |            |                                                                     |                   |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Office 365 Mailboxes                                                | 181.93            |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Baracudda Essentials                                                | 42.00             |
|                                                               |                |            | <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                | <b>223.93</b>     |
| <b>Vendor: 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC.</b> |                |            |                                                                     |                   |
| UNDERGROUND VAULTS & STORAGE, INC.                            | 1102449        | 12/06/2024 | SHREDDING SERVICE FOR ADULTS                                        | 10.00             |
| UNDERGROUND VAULTS & STORAGE, INC.                            | 1102451        | 12/06/2024 | SHREDDING SERVICE FOR MUSEUM                                        | 10.00             |
|                                                               |                |            | <b>Vendor 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC. Total:</b> | <b>20.00</b>      |
|                                                               |                |            | <b>Department 030 - MUNICIPAL COURT Total:</b>                      | <b>6,713.59</b>   |
| <b>Department: 040 - C.L. HOOVER OPERA HOUSE</b>              |                |            |                                                                     |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>             |                |            |                                                                     |                   |
| CONNECT PARENT CORPORATION                                    | CM0001342      | 12/03/2024 | Opera                                                               | -16.95            |
|                                                               |                |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             | <b>-16.95</b>     |
|                                                               |                |            | <b>Department 040 - C.L. HOOVER OPERA HOUSE Total:</b>              | <b>-16.95</b>     |
| <b>Department: 048 - RECREATION DEPARTMENT</b>                |                |            |                                                                     |                   |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>         |                |            |                                                                     |                   |
| AMERICAN DIGITAL SECURITY, LLC                                | INV0035148     | 12/03/2024 | Monitoring Software                                                 | 35.00             |
|                                                               |                |            | <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>         | <b>35.00</b>      |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>             |                |            |                                                                     |                   |
| CONNECT PARENT CORPORATION                                    | CM0001342      | 12/03/2024 | Recreation                                                          | -2.82             |
|                                                               |                |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             | <b>-2.82</b>      |
| <b>Vendor: 03997 - EMILYN P SMILEY</b>                        |                |            |                                                                     |                   |
| EMILYN P SMILEY                                               | INV0032001     | 12/09/2024 | Instructor Pay                                                      | 14.00             |
|                                                               |                |            | <b>Vendor 03997 - EMILYN P SMILEY Total:</b>                        | <b>14.00</b>      |
| <b>Vendor: 044640 - KAW VALLEY ENGINEERING, INC</b>           |                |            |                                                                     |                   |
| KAW VALLEY ENGINEERING, INC                                   | A50873         | 12/09/2024 | 2024 PLAYGROUND UPDATES                                             | 2,292.79          |
|                                                               |                |            | <b>Vendor 044640 - KAW VALLEY ENGINEERING, INC Total:</b>           | <b>2,292.79</b>   |
| <b>Vendor: 03496 - MARITZA RINEHART</b>                       |                |            |                                                                     |                   |
| MARITZA RINEHART                                              | INV0032000     | 12/09/2024 | Instructor Pay                                                      | 45.00             |
|                                                               |                |            | <b>Vendor 03496 - MARITZA RINEHART Total:</b>                       | <b>45.00</b>      |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>           |                |            |                                                                     |                   |
| PITNEY BOWES PURCHASE POWER                                   | INV0031998     | 12/09/2024 | POSTAGE REFILL-RECREATION                                           | 190.33            |
|                                                               |                |            | <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           | <b>190.33</b>     |
| <b>Vendor: 03301 - TATIANA FERRACIOLI-SILVA</b>               |                |            |                                                                     |                   |
| TATIANA FERRACIOLI-SILVA                                      | INV0031999     | 12/09/2024 | Instructor Pay                                                      | 240.00            |
|                                                               |                |            | <b>Vendor 03301 - TATIANA FERRACIOLI-SILVA Total:</b>               | <b>240.00</b>     |
| <b>Vendor: 076635 - THERMAL COMFORT AIR, INC</b>              |                |            |                                                                     |                   |
| THERMAL COMFORT AIR, INC                                      | 205016         | 12/10/2024 | REPLACE BATTERIES IN THERMISTORS                                    | 92.00             |
|                                                               |                |            | <b>Vendor 076635 - THERMAL COMFORT AIR, INC Total:</b>              | <b>92.00</b>      |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                |                |            |                                                                     |                   |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Barracuda Essentials                                                | 48.00             |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Office 365 Mailboxes                                                | 207.92            |
|                                                               |                |            | <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                | <b>255.92</b>     |
|                                                               |                |            | <b>Department 048 - RECREATION DEPARTMENT Total:</b>                | <b>3,162.22</b>   |
|                                                               |                |            | <b>Fund 001 - GENERAL FUND Total:</b>                               | <b>498,647.47</b> |

| Vendor Name                                                        | Payable Number | Post Date  | Description (Item)            | Amount            |
|--------------------------------------------------------------------|----------------|------------|-------------------------------|-------------------|
| <b>Fund: 002 - GRANT FUND</b>                                      |                |            |                               |                   |
| <b>Department: 019 - ANIMAL SHELTER</b>                            |                |            |                               |                   |
| <b>Vendor: 03525 - SPRING VALLEY VETERINARY HOSPITAL LLC</b>       |                |            |                               |                   |
| SPRING VALLEY VETERINARY ...                                       | 55721          | 12/10/2024 | 55721-Lacey-Voucher-PETCO ... | 200.00            |
| <b>Vendor 03525 - SPRING VALLEY VETERINARY HOSPITAL LLC Total:</b> |                |            |                               | <b>200.00</b>     |
| <b>Department 019 - ANIMAL SHELTER Total:</b>                      |                |            |                               | <b>200.00</b>     |
| <b>Fund 002 - GRANT FUND Total:</b>                                |                |            |                               | <b>200.00</b>     |
| <b>Fund: 014 - WATER UTILITY FUND</b>                              |                |            |                               |                   |
| <b>Department: 532 - WATER DISTRIBUTION SYSTEM</b>                 |                |            |                               |                   |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                         |                |            |                               |                   |
| KANSAS GAS SERVICE                                                 | INV0031992     | 12/06/2024 | 2324 N JACKSON-PUBLIC WO...   | 22.34             |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                   |                |            |                               | <b>22.34</b>      |
| <b>Vendor: 044640 - KAW VALLEY ENGINEERING, INC</b>                |                |            |                               |                   |
| KAW VALLEY ENGINEERING, I...                                       | A50847         | 12/09/2024 | SPRING VALLEY RD SIDEWALK ... | 1,902.50          |
| KAW VALLEY ENGINEERING, I...                                       | A50849         | 12/09/2024 | LSLI-WATER SERVICE LINES, ... | 3,840.00          |
| KAW VALLEY ENGINEERING, I...                                       | A50854         | 12/09/2024 | 20024 JC UTILITY AS-BUILTS    | 495.02            |
| KAW VALLEY ENGINEERING, I...                                       | A50855         | 12/09/2024 | 2024 JCKS UTILITY INSPECTION  | 496.75            |
| KAW VALLEY ENGINEERING, I...                                       | A50875         | 12/09/2024 | 2024 WATER SYSTEM IMPRO...    | 1,269.02          |
| KAW VALLEY ENGINEERING, I...                                       | A50910         | 12/09/2024 | 2024 WATER SYSTEM IMPRO...    | 8,769.16          |
| KAW VALLEY ENGINEERING, I...                                       | A50911         | 12/09/2024 | 2024 SIDEWALK REPAIRS         | 944.10            |
| KAW VALLEY ENGINEERING, I...                                       | A50928         | 12/09/2024 | 2024 ON-CALL ENGINEERING      | 10,120.27         |
| <b>Vendor 044640 - KAW VALLEY ENGINEERING, INC Total:</b>          |                |            |                               | <b>27,836.82</b>  |
| <b>Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO</b>                    |                |            |                               |                   |
| MSC INDUSTRIAL SUPPLY CO                                           | 7366977001     | 12/03/2024 | STOCK                         | 360.15            |
| <b>Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:</b>              |                |            |                               | <b>360.15</b>     |
| <b>Vendor: 01167 - STAPLES ADVANTAGE</b>                           |                |            |                               |                   |
| STAPLES ADVANTAGE                                                  | 6017537058     | 12/09/2024 | PW FORKS, KNIVES, PLDGE, A... | 24.55             |
| <b>Vendor 01167 - STAPLES ADVANTAGE Total:</b>                     |                |            |                               | <b>24.55</b>      |
| <b>Vendor: 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC</b>        |                |            |                               |                   |
| STORMONT VAIL HEALTH FLIN...                                       | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING         | 25.00             |
| STORMONT VAIL HEALTH FLIN...                                       | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING         | 25.00             |
| STORMONT VAIL HEALTH FLIN...                                       | INV0032025     | 12/10/2024 | EMPLOYEE DRUG TESTING         | 70.00             |
| <b>Vendor 03898 - STORMONT VAIL HEALTH FLINT HILLS LLC Total:</b>  |                |            |                               | <b>120.00</b>     |
| <b>Department 532 - WATER DISTRIBUTION SYSTEM Total:</b>           |                |            |                               | <b>28,363.86</b>  |
| <b>Department: 533 - WATER PLANT OPERATIONS</b>                    |                |            |                               |                   |
| <b>Vendor: 043802 - EVERGY</b>                                     |                |            |                               |                   |
| EVERGY                                                             | INV0031986     | 12/05/2024 | 920 W Spruce                  | 848.73            |
| <b>Vendor 043802 - EVERGY Total:</b>                               |                |            |                               | <b>848.73</b>     |
| <b>Vendor: 038040 - J &amp; K CONTRACTING L.C.</b>                 |                |            |                               |                   |
| J & K CONTRACTING L.C.                                             | A23D1572.5     | 12/09/2024 | 2024 WATER SYSTEM IMPRO...    | 100,027.89        |
| <b>Vendor 038040 - J &amp; K CONTRACTING L.C. Total:</b>           |                |            |                               | <b>100,027.89</b> |
| <b>Vendor: 080297 - VEOLIA WATER NORTH AMERICA</b>                 |                |            |                               |                   |
| VEOLIA WATER NORTH AMER...                                         | 9000183669     | 12/06/2024 | OPERATION & MAINTENANCE...    | 135,997.74        |
| VEOLIA WATER NORTH AMER...                                         | 9000189921     | 12/06/2024 | OPERATION & MAINTENANCE...    | 162,115.84        |
| <b>Vendor 080297 - VEOLIA WATER NORTH AMERICA Total:</b>           |                |            |                               | <b>298,113.58</b> |
| <b>Department 533 - WATER PLANT OPERATIONS Total:</b>              |                |            |                               | <b>398,990.20</b> |
| <b>Department: 534 - WATER ADMINISTRATION</b>                      |                |            |                               |                   |
| <b>Vendor: 03576 - ALL COPY PRODUCTS, INC.</b>                     |                |            |                               |                   |
| ALL COPY PRODUCTS, INC.                                            | 38060054       | 12/10/2024 | Folding Machine lease         | 214.47            |
| <b>Vendor 03576 - ALL COPY PRODUCTS, INC. Total:</b>               |                |            |                               | <b>214.47</b>     |
| <b>Vendor: 03441 - AMERICAN DIGITAL SECURITY, LLC</b>              |                |            |                               |                   |
| AMERICAN DIGITAL SECURITY,...                                      | INV0035168     | 12/09/2024 | Customer Service Monthly      | 35.00             |
| AMERICAN DIGITAL SECURITY,...                                      | INV0035170     | 12/09/2024 | CS Panic Button               | 18.00             |
| <b>Vendor 03441 - AMERICAN DIGITAL SECURITY, LLC Total:</b>        |                |            |                               | <b>53.00</b>      |

**Appropriations December 3 - 18, 2024**
**Post Dates: 12/3/2024 - 12/18/2024**

| Vendor Name                                                   | Payable Number | Post Date  | Description (Item)                                                  | Amount            |
|---------------------------------------------------------------|----------------|------------|---------------------------------------------------------------------|-------------------|
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>             |                |            |                                                                     |                   |
| CONNECT PARENT CORPORAT...                                    | CM0001342      | 12/03/2024 | Water admin                                                         | -45.19            |
|                                                               |                |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             | <b>-45.19</b>     |
| <b>Vendor: 043802 - EVERGY</b>                                |                |            |                                                                     |                   |
| EVERGY                                                        | INV0031981     | 12/03/2024 | 2232 W ASH-WATER TOWER                                              | 255.53            |
| EVERGY                                                        | INV0031981     | 12/03/2024 | 2100 N JACKSON-WATER                                                | 312.70            |
|                                                               |                |            | <b>Vendor 043802 - EVERGY Total:</b>                                | <b>568.23</b>     |
| <b>Vendor: 03270 - IMAGEQUEST INC.</b>                        |                |            |                                                                     |                   |
| IMAGEQUEST INC.                                               | IN5564996      | 12/09/2024 | Customer Service Copier Over...                                     | 51.98             |
|                                                               |                |            | <b>Vendor 03270 - IMAGEQUEST INC. Total:</b>                        | <b>51.98</b>      |
| <b>Vendor: 063666 - PITNEY BOWES INC</b>                      |                |            |                                                                     |                   |
| PITNEY BOWES INC                                              | 1026528635     | 12/09/2024 | red ink                                                             | 244.99            |
|                                                               |                |            | <b>Vendor 063666 - PITNEY BOWES INC Total:</b>                      | <b>244.99</b>     |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>           |                |            |                                                                     |                   |
| PITNEY BOWES PURCHASE P...                                    | INV0031998     | 12/09/2024 | POSTAGE REFILL-CUSTOMER S...                                        | 190.33            |
|                                                               |                |            | <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           | <b>190.33</b>     |
| <b>Vendor: 03014 - TRUSTED TECH TEAM, INC.</b>                |                |            |                                                                     |                   |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Baracudda Eentials                                                  | 30.00             |
| TRUSTED TECH TEAM, INC.                                       | cb-152355      | 12/09/2024 | Office 365 Mailboxes                                                | 129.95            |
|                                                               |                |            | <b>Vendor 03014 - TRUSTED TECH TEAM, INC. Total:</b>                | <b>159.95</b>     |
| <b>Vendor: 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC.</b> |                |            |                                                                     |                   |
| UNDERGROUND VAULTS & ST...                                    | 1102450        | 12/09/2024 | Shred Service 64 gallon - 5516                                      | 5.00              |
|                                                               |                |            | <b>Vendor 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC. Total:</b> | <b>5.00</b>       |
| <b>Vendor: 03911 - VERIZON CONNECT FLEET USA LLC</b>          |                |            |                                                                     |                   |
| VERIZON CONNECT FLEET USA...                                  | 603000064677   | 12/09/2024 | Monthly Charges - Nov24                                             | 218.81            |
|                                                               |                |            | <b>Vendor 03911 - VERIZON CONNECT FLEET USA LLC Total:</b>          | <b>218.81</b>     |
| <b>Vendor: 086462 - XEROX CORPORATION</b>                     |                |            |                                                                     |                   |
| XEROX CORPORATION                                             | 6533293        | 12/09/2024 | Copier Lease Payment                                                | 107.74            |
|                                                               |                |            | <b>Vendor 086462 - XEROX CORPORATION Total:</b>                     | <b>107.74</b>     |
|                                                               |                |            | <b>Department 534 - WATER ADMINISTRATION Total:</b>                 | <b>1,769.31</b>   |
|                                                               |                |            | <b>Fund 014 - WATER UTILITY FUND Total:</b>                         | <b>429,123.37</b> |
| <b>Fund: 015 - WASTEWATER UTILITY FUND</b>                    |                |            |                                                                     |                   |
| <b>Department: 540 - WASTEWATER DISTRIBUTION SYSTEM</b>       |                |            |                                                                     |                   |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                    |                |            |                                                                     |                   |
| KANSAS GAS SERVICE                                            | INV0031992     | 12/06/2024 | 2324 N JACKSON-PUBLIC WO...                                         | 22.34             |
|                                                               |                |            | <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                    | <b>22.34</b>      |
| <b>Vendor: 044640 - KAW VALLEY ENGINEERING, INC</b>           |                |            |                                                                     |                   |
| KAW VALLEY ENGINEERING, I...                                  | A50842         | 12/09/2024 | SOUTH SEWER PLANT BANK S...                                         | 1,342.50          |
| KAW VALLEY ENGINEERING, I...                                  | A50854         | 12/09/2024 | 20024 JC UTILITY AS-BUILTS                                          | 495.03            |
| KAW VALLEY ENGINEERING, I...                                  | A50855         | 12/09/2024 | 2024 JCKS UTILITY INSPECTION                                        | 496.75            |
|                                                               |                |            | <b>Vendor 044640 - KAW VALLEY ENGINEERING, INC Total:</b>           | <b>2,334.28</b>   |
| <b>Vendor: 01514 - MIDWEST CONCRETE MATERIALS</b>             |                |            |                                                                     |                   |
| MIDWEST CONCRETE MATERI...                                    | 680603         | 12/04/2024 | FILLEY ST CONCRETE 6000# 70...                                      | 276.50            |
|                                                               |                |            | <b>Vendor 01514 - MIDWEST CONCRETE MATERIALS Total:</b>             | <b>276.50</b>     |
| <b>Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO</b>               |                |            |                                                                     |                   |
| MSC INDUSTRIAL SUPPLY CO                                      | 7366977001     | 12/03/2024 | STOCK                                                               | 360.15            |
|                                                               |                |            | <b>Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:</b>               | <b>360.15</b>     |
| <b>Vendor: 01167 - STAPLES ADVANTAGE</b>                      |                |            |                                                                     |                   |
| STAPLES ADVANTAGE                                             | 6017537058     | 12/09/2024 | PW FORKS, KNIVES, PLDGE, A...                                       | 24.55             |
|                                                               |                |            | <b>Vendor 01167 - STAPLES ADVANTAGE Total:</b>                      | <b>24.55</b>      |
|                                                               |                |            | <b>Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:</b>       | <b>3,017.82</b>   |



Appropriations December 3 - 18, 2024

Post Dates: 12/3/2024 - 12/18/2024

| Vendor Name                                                         | Payable Number | Post Date  | Description (Item)              | Amount              |
|---------------------------------------------------------------------|----------------|------------|---------------------------------|---------------------|
| <b>Department: 541 - WASTEWATER ADMINISTRATION</b>                  |                |            |                                 |                     |
| <b>Vendor: 03576 - ALL COPY PRODUCTS, INC.</b>                      |                |            |                                 |                     |
| ALL COPY PRODUCTS, INC.                                             | 38060054       | 12/10/2024 | Folding Machine lease           | 208.17              |
| <b>Vendor 03576 - ALL COPY PRODUCTS, INC. Total:</b>                |                |            |                                 | <b>208.17</b>       |
| <b>Vendor: 03270 - IMAGEQUEST INC.</b>                              |                |            |                                 |                     |
| IMAGEQUEST INC.                                                     | IN5564996      | 12/09/2024 | Customer Service Copier Over... | 50.43               |
| <b>Vendor 03270 - IMAGEQUEST INC. Total:</b>                        |                |            |                                 | <b>50.43</b>        |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                 |                |            |                                 |                     |
| PITNEY BOWES PURCHASE P...                                          | INV0031998     | 12/09/2024 | POSTAGE REFILL-CUSTOMER S...    | 190.33              |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           |                |            |                                 | <b>190.33</b>       |
| <b>Vendor: 03911 - VERIZON CONNECT FLEET USA LLC</b>                |                |            |                                 |                     |
| VERIZON CONNECT FLEET USA...                                        | 603000064677   | 12/09/2024 | Monthly Charges - Nov24         | 218.81              |
| <b>Vendor 03911 - VERIZON CONNECT FLEET USA LLC Total:</b>          |                |            |                                 | <b>218.81</b>       |
| <b>Vendor: 086462 - XEROX CORPORATION</b>                           |                |            |                                 |                     |
| XEROX CORPORATION                                                   | 6533293        | 12/09/2024 | Copier Lease Payment            | 104.57              |
| <b>Vendor 086462 - XEROX CORPORATION Total:</b>                     |                |            |                                 | <b>104.57</b>       |
| <b>Department 541 - WASTEWATER ADMINISTRATION Total:</b>            |                |            |                                 | <b>772.31</b>       |
| <b>Department: 547 - WASTEWATER PLANT OPERATIONS</b>                |                |            |                                 |                     |
| <b>Vendor: 03463 - CROSSLAND HEAVY CONTRACTORS, INC.</b>            |                |            |                                 |                     |
| CROSSLAND HEAVY CONTRAC...                                          | 13             | 12/05/2024 | WASTEWATER TREATMENT P...       | 864,345.21          |
| <b>Vendor 03463 - CROSSLAND HEAVY CONTRACTORS, INC. Total:</b>      |                |            |                                 | <b>864,345.21</b>   |
| <b>Vendor: 017700 - DS&amp;O RURAL ELECTRIC</b>                     |                |            |                                 |                     |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | LIFT STATION- HILLTOP #5        | 148.24              |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | 2515 WILMA-OLIVIA FARMS-L...    | 95.79               |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | SEWER LIFT                      | 71.84               |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | 2326/2321 OSPREY SWR LIFT       | 98.76               |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | BROOKEBEND LIFT STATION         | 127.02              |
| DS&O RURAL ELECTRIC                                                 | INV0032091     | 12/11/2024 | 2542/2548 JAGER DR SWR LIFT     | 86.31               |
| <b>Vendor 017700 - DS&amp;O RURAL ELECTRIC Total:</b>               |                |            |                                 | <b>627.96</b>       |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                          |                |            |                                 |                     |
| KANSAS GAS SERVICE                                                  | INV0032087     | 12/10/2024 | 3200 Industrial                 | 321.43              |
| KANSAS GAS SERVICE                                                  | INV0032090     | 12/11/2024 | 3200 Industrial                 | 321.43              |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                    |                |            |                                 | <b>642.86</b>       |
| <b>Vendor: 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC.</b>       |                |            |                                 |                     |
| UNDERGROUND VAULTS & ST...                                          | 1102450        | 12/09/2024 | Shred Service 64 gallon - 5516  | 5.00                |
| <b>Vendor 01671 - UNDERGROUND VAULTS &amp; STORAGE, INC. Total:</b> |                |            |                                 | <b>5.00</b>         |
| <b>Vendor: 080297 - VEOLIA WATER NORTH AMERICA</b>                  |                |            |                                 |                     |
| VEOLIA WATER NORTH AMER...                                          | 9000183669     | 12/06/2024 | OPERATION & MAINTENANCE...      | 194,606.16          |
| VEOLIA WATER NORTH AMER...                                          | 9000189921     | 12/06/2024 | OPERATION & MAINTENANCE...      | 220,724.26          |
| <b>Vendor 080297 - VEOLIA WATER NORTH AMERICA Total:</b>            |                |            |                                 | <b>415,330.42</b>   |
| <b>Department 547 - WASTEWATER PLANT OPERATIONS Total:</b>          |                |            |                                 | <b>1,280,951.45</b> |
| <b>Fund 015 - WASTEWATER UTILITY FUND Total:</b>                    |                |            |                                 | <b>1,284,741.58</b> |
| <b>Fund: 018 - STORM WATER UTILITY FUND</b>                         |                |            |                                 |                     |
| <b>Department: 618 - STORM WATER ADMINISTRATION</b>                 |                |            |                                 |                     |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>                 |                |            |                                 |                     |
| PITNEY BOWES PURCHASE P...                                          | INV0031998     | 12/09/2024 | POSTAGE REFILL-CUSTOMER S...    | 190.32              |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>           |                |            |                                 | <b>190.32</b>       |
| <b>Department 618 - STORM WATER ADMINISTRATION Total:</b>           |                |            |                                 | <b>190.32</b>       |
| <b>Department: 619 - STORM WATER DISTRIBUTION</b>                   |                |            |                                 |                     |
| <b>Vendor: 044640 - KAW VALLEY ENGINEERING, INC</b>                 |                |            |                                 |                     |
| KAW VALLEY ENGINEERING, I...                                        | A50841         | 12/09/2024 | 2024 STORMWATER IMPROV...       | 2,814.50            |

**Appropriations December 3 - 18, 2024**
**Post Dates: 12/3/2024 - 12/18/2024**

| Vendor Name                                                    | Payable Number | Post Date  | Description (Item)              | Amount            |
|----------------------------------------------------------------|----------------|------------|---------------------------------|-------------------|
| KAW VALLEY ENGINEERING, I...                                   | A50843         | 12/09/2024 | SOUTH PARK STORM PIPE IM...     | 1,645.59          |
| <b>Vendor 044640 - KAW VALLEY ENGINEERING, INC Total:</b>      |                |            |                                 | <b>4,460.09</b>   |
| <b>Department 619 - STORM WATER DISTRIBUTION Total:</b>        |                |            |                                 | <b>4,460.09</b>   |
| <b>Fund 018 - STORM WATER UTILITY FUND Total:</b>              |                |            |                                 | <b>4,650.41</b>   |
| <b>Fund: 022 - SPECIAL HIGHWAY FUND</b>                        |                |            |                                 |                   |
| <b>Department: 043 - 043</b>                                   |                |            |                                 |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>              |                |            |                                 |                   |
| CONNECT PARENT CORPORAT...                                     | CM0001342      | 12/03/2024 | Engineering                     | -16.95            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>        |                |            |                                 | <b>-16.95</b>     |
| <b>Department 043 - 043 Total:</b>                             |                |            |                                 | <b>-16.95</b>     |
| <b>Department: 625 - SPECIAL HIGHWAY - KDOT PROJECTS</b>       |                |            |                                 |                   |
| <b>Vendor: 01581 - APAC KANSAS, INC.</b>                       |                |            |                                 |                   |
| APAC KANSAS, INC.                                              | A23D1375.4     | 12/09/2024 | 2024 STREET MAINTENANCE         | 799,813.97        |
| <b>Vendor 01581 - APAC KANSAS, INC. Total:</b>                 |                |            |                                 | <b>799,813.97</b> |
| <b>Department 625 - SPECIAL HIGHWAY - KDOT PROJECTS Total:</b> |                |            |                                 | <b>799,813.97</b> |
| <b>Fund 022 - SPECIAL HIGHWAY FUND Total:</b>                  |                |            |                                 | <b>799,797.02</b> |
| <b>Fund: 023 - SANITATION FUND</b>                             |                |            |                                 |                   |
| <b>Department: 644 - SANITATION OPERATIONS</b>                 |                |            |                                 |                   |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                     |                |            |                                 |                   |
| KANSAS GAS SERVICE                                             | INV0031992     | 12/06/2024 | 2324 N JACKSON-PUBLIC WO...     | 22.34             |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>               |                |            |                                 | <b>22.34</b>      |
| <b>Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO</b>                |                |            |                                 |                   |
| MSC INDUSTRIAL SUPPLY CO                                       | 7366977001     | 12/03/2024 | STOCK                           | 288.12            |
| <b>Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:</b>          |                |            |                                 | <b>288.12</b>     |
| <b>Vendor: 01167 - STAPLES ADVANTAGE</b>                       |                |            |                                 |                   |
| STAPLES ADVANTAGE                                              | 6017537058     | 12/09/2024 | PW FORKS, KNIVES, PLDGE, A...   | 24.55             |
| <b>Vendor 01167 - STAPLES ADVANTAGE Total:</b>                 |                |            |                                 | <b>24.55</b>      |
| <b>Department 644 - SANITATION OPERATIONS Total:</b>           |                |            |                                 | <b>335.01</b>     |
| <b>Department: 645 - SANITATION ADMINISTRATION</b>             |                |            |                                 |                   |
| <b>Vendor: 03576 - ALL COPY PRODUCTS, INC.</b>                 |                |            |                                 |                   |
| ALL COPY PRODUCTS, INC.                                        | 38060054       | 12/10/2024 | Folding Machine lease           | 208.17            |
| <b>Vendor 03576 - ALL COPY PRODUCTS, INC. Total:</b>           |                |            |                                 | <b>208.17</b>     |
| <b>Vendor: 03270 - IMAGEQUEST INC.</b>                         |                |            |                                 |                   |
| IMAGEQUEST INC.                                                | IN5564996      | 12/09/2024 | Customer Service Copier Over... | 50.43             |
| <b>Vendor 03270 - IMAGEQUEST INC. Total:</b>                   |                |            |                                 | <b>50.43</b>      |
| <b>Vendor: 063663 - PITNEY BOWES PURCHASE POWER</b>            |                |            |                                 |                   |
| PITNEY BOWES PURCHASE P...                                     | INV0031998     | 12/09/2024 | POSTAGE REFILL-CUSTOMER S...    | 190.32            |
| <b>Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:</b>      |                |            |                                 | <b>190.32</b>     |
| <b>Vendor: 03911 - VERIZON CONNECT FLEET USA LLC</b>           |                |            |                                 |                   |
| VERIZON CONNECT FLEET USA...                                   | 603000064677   | 12/09/2024 | Monthly Charges - Nov24         | 218.81            |
| <b>Vendor 03911 - VERIZON CONNECT FLEET USA LLC Total:</b>     |                |            |                                 | <b>218.81</b>     |
| <b>Vendor: 086462 - XEROX CORPORATION</b>                      |                |            |                                 |                   |
| XEROX CORPORATION                                              | 6533293        | 12/09/2024 | Copier Lease Payment            | 104.57            |
| <b>Vendor 086462 - XEROX CORPORATION Total:</b>                |                |            |                                 | <b>104.57</b>     |
| <b>Department 645 - SANITATION ADMINISTRATION Total:</b>       |                |            |                                 | <b>772.30</b>     |
| <b>Fund 023 - SANITATION FUND Total:</b>                       |                |            |                                 | <b>1,107.31</b>   |
| <b>Fund: 035 - EMPLOYEE BENEFITS FUND</b>                      |                |            |                                 |                   |
| <b>Department: 140 - EMPLOYEE BENEFITS</b>                     |                |            |                                 |                   |
| <b>Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT</b>   |                |            |                                 |                   |
| FREEDOM CLAIMS MGT.INC C...                                    | 11.15.24       | 12/09/2024 | CLAIMS WEEK OF 11.15.24         | 3,328.49          |

## Appropriations December 3 - 18, 2024

Post Dates: 12/3/2024 - 12/18/2024

| Vendor Name                                                 | Payable Number | Post Date  | Description (Item)            | Amount       |
|-------------------------------------------------------------|----------------|------------|-------------------------------|--------------|
| FREEDOM CLAIMS MGT.INC C...                                 | 12.06.24       | 12/09/2024 | CLAIMS WEEK OF 12.06.24       | 4,520.48     |
| Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total: |                |            |                               | 7,848.97     |
| Department 140 - EMPLOYEE BENEFITS Total:                   |                |            |                               | 7,848.97     |
| Fund 035 - EMPLOYEE BENEFITS FUND Total:                    |                |            |                               | 7,848.97     |
| Fund: 075 - JUNCTION CITY LAND BANK FUND                    |                |            |                               |              |
| Department: 390 - JC LAND BANK                              |                |            |                               |              |
| Vendor: 017700 - DS&O RURAL ELECTRIC                        |                |            |                               |              |
| DS&O RURAL ELECTRIC                                         | INV0031994     | 12/06/2024 | OLIVIA FARMS STREET LIGHTI... | 151,383.02   |
| Vendor 017700 - DS&O RURAL ELECTRIC Total:                  |                |            |                               | 151,383.02   |
| Vendor: 01006 - JUNGHANS AGENCY, INC.                       |                |            |                               |              |
| JUNGHANS AGENCY, INC.                                       | 2024-JC-000455 | 12/04/2024 | 2024-JC-000455                | 4,000.00     |
| JUNGHANS AGENCY, INC.                                       | 2024-JC-000456 | 12/04/2024 | LANDBANK REBATE               | 4,000.00     |
| Vendor 01006 - JUNGHANS AGENCY, INC. Total:                 |                |            |                               | 8,000.00     |
| Vendor: 02345 - MUNIE GREENCARE PROFESSIONALS               |                |            |                               |              |
| MUNIE GREENCARE PROFESSI...                                 | 11012024BR     | 12/10/2024 | 00000 RIVENDELL ST            | 32.50        |
| MUNIE GREENCARE PROFESSI...                                 | 11012024BR     | 12/10/2024 | 00000 RIVENDELL ST            | 32.50        |
| MUNIE GREENCARE PROFESSI...                                 | 11012024BR     | 12/10/2024 | 00000 RIVENDELL ST            | 32.50        |
| MUNIE GREENCARE PROFESSI...                                 | 11012024BR     | 12/10/2024 | 00000 RIVENDELL ST            | 65.00        |
| MUNIE GREENCARE PROFESSI...                                 | 11012024BR     | 12/10/2024 | 00000 RIVENDELL ST            | 65.00        |
| Vendor 02345 - MUNIE GREENCARE PROFESSIONALS Total:         |                |            |                               | 227.50       |
| Department 390 - JC LAND BANK Total:                        |                |            |                               | 159,610.52   |
| Fund 075 - JUNCTION CITY LAND BANK FUND Total:              |                |            |                               | 159,610.52   |
| Grand Total:                                                |                |            |                               | 3,185,726.65 |

## Report Summary

## Fund Summary

| Fund                               | Payment Amount      |
|------------------------------------|---------------------|
| 001 - GENERAL FUND                 | 498,647.47          |
| 002 - GRANT FUND                   | 200.00              |
| 014 - WATER UTILITY FUND           | 429,123.37          |
| 015 - WASTEWATER UTILITY FUND      | 1,284,741.58        |
| 018 - STORM WATER UTILITY FUND     | 4,650.41            |
| 022 - SPECIAL HIGHWAY FUND         | 799,797.02          |
| 023 - SANITATION FUND              | 1,107.31            |
| 035 - EMPLOYEE BENEFITS FUND       | 7,848.97            |
| 075 - JUNCTION CITY LAND BANK FUND | 159,610.52          |
| <b>Grand Total:</b>                | <b>3,185,726.65</b> |

## Account Summary

| Account Number        | Account Name             | Payment Amount |
|-----------------------|--------------------------|----------------|
| 001-2-00100-9332      | STATE STAMP FEE- CMB     | 350.00         |
| 001-2-03000-0204      | BOOKING FEE              | 952.08         |
| 001-2-03000-9203      | COURT REFUNDS            | 960.00         |
| 001-5-00200-0000-0705 | OUTSIDE AGENCY EQUI...   | 383.88         |
| 001-5-00200-0000-0710 | SOFTWARE MAINTENAN...    | 17,105.97      |
| 001-5-00200-0000-0714 | REP & MAINT OF DATA ...  | 2,838.21       |
| 001-5-00200-0000-0735 | TELEPHONE                | -8.47          |
| 001-5-00200-0000-0749 | OTHER SERVICES           | 56,050.97      |
| 001-5-00300-0000-0668 | POSTAGE & DELIVERY C...  | 190.33         |
| 001-5-00300-0000-0710 | SOFTWARE MAINTENAN...    | 511.84         |
| 001-5-00300-0000-0735 | TELEPHONE                | -22.60         |
| 001-5-00300-0000-0736 | ELECTRIC UTILITIES       | 2,019.98       |
| 001-5-00300-0000-0737 | GAS UTILITIES            | 52.86          |
| 001-5-00300-0000-0749 | OTHER SERVICES           | 25,813.09      |
| 001-5-00300-0000-0765 | TRAVEL & TRAINING EXP... | 4,637.07       |
| 001-5-00300-0000-0768 | DUES                     | 610.00         |
| 001-5-00302-0000-0749 | OTHER SERVICES           | 708.00         |
| 001-5-00800-0000-0710 | SOFTWARE MAINTENAN...    | 63.98          |
| 001-5-00800-0000-0715 | BUILDING MAINT. & RE...  | 1,070.40       |
| 001-5-00800-0000-0747 | MAINT & REPAIR EQUIP...  | 92.00          |
| 001-5-00800-0000-0749 | OTHER SERVICES           | 1,422.42       |
| 001-5-01000-0000-0646 | OPERATIONAL SUPPLIES     | 84.00          |
| 001-5-01000-0000-0668 | POSTAGE & DELIVERY C...  | 190.33         |
| 001-5-01000-0000-0680 | IRRIGATION REPAIR        | 478.84         |
| 001-5-01000-0000-0710 | SOFTWARE MAINTENAN...    | 127.96         |
| 001-5-01000-0000-0736 | ELECTRIC UTILITIES       | 4,021.11       |
| 001-5-01000-0000-0737 | GAS UTILITIES            | 125.41         |
| 001-5-01000-0000-0749 | OTHER SERVICES           | 132.13         |
| 001-5-01100-0000-0710 | SOFTWARE MAINTENAN...    | 63.98          |
| 001-5-01100-0000-0736 | ELECTRIC UTILITIES       | 86.40          |
| 001-5-01100-0000-0749 | OTHER SERVICES           | 40.00          |
| 001-5-01300-0000-0736 | ELECTRIC UTILITIES       | 1,087.70       |
| 001-5-01300-0000-0749 | OTHER SERVICES           | 25.00          |
| 001-5-01400-0000-0736 | ELECTRIC UTILITIES       | 647.17         |
| 001-5-01700-0000-0648 | MOTOR FUEL               | 901.74         |
| 001-5-01700-0000-0668 | POSTAGE & DELIVERY C...  | 190.32         |
| 001-5-01700-0000-0673 | FOOD SUPPLIES            | 39.00          |
| 001-5-01700-0000-0680 | IRRIGATION REPAIR        | 116.97         |
| 001-5-01700-0000-0703 | ADVERTISEMENTS & PRI...  | 350.00         |
| 001-5-01700-0000-0710 | SOFTWARE MAINTENAN...    | 159.95         |
| 001-5-01700-0000-0736 | ELECTRIC UTILITIES       | 3,327.78       |
| 001-5-01700-0000-0749 | OTHER SERVICES           | 198.62         |
| 001-5-01800-0000-0651 | PARTS FOR VEHICLES, E... | 58.64          |
| 001-5-01800-0000-0659 | MEDICAL SUPPLIES         | 2,719.31       |

### Account Summary

| Account Number        | Account Name              | Payment Amount |
|-----------------------|---------------------------|----------------|
| 001-5-01800-0000-0668 | POSTAGE & DELIVERY C...   | 190.33         |
| 001-5-01800-0000-0710 | SOFTWARE MAINTENAN...     | 984.70         |
| 001-5-01800-0000-0714 | REP & MAINT OF DATA ...   | 83.44          |
| 001-5-01800-0000-0735 | TELEPHONE                 | -28.25         |
| 001-5-01800-0000-0736 | ELECTRIC UTILITIES        | 1,009.98       |
| 001-5-01800-0000-0737 | GAS UTILITIES             | 26.43          |
| 001-5-01900-0000-0610 | CHEMICALS                 | 361.88         |
| 001-5-01900-0000-0616 | ANIMAL MED SUPPLIES ...   | 151.72         |
| 001-5-01900-0000-0736 | ELECTRIC UTILITIES        | 377.46         |
| 001-5-01900-0000-0749 | OTHER SERVICES            | 89.00          |
| 001-5-02200-0000-0668 | POSTAGE & DELIVERY C...   | 380.66         |
| 001-5-02200-0000-0710 | SOFTWARE MAINTENAN...     | 255.92         |
| 001-5-02200-0000-0735 | TELEPHONE                 | -28.25         |
| 001-5-02200-0000-0744 | BLIGHT CONDEMNATION       | 6,410.00       |
| 001-5-02300-0000-0635 | JAIL & PRISONER EXPEN...  | 30,152.33      |
| 001-5-02300-0000-0666 | SUBSCRIPTIONS, BOOKS...   | 797.24         |
| 001-5-02300-0000-0668 | POSTAGE & DELIVERY C...   | 190.33         |
| 001-5-02300-0000-0673 | FOOD SUPPLIES             | 161.00         |
| 001-5-02300-0000-0678 | KITCHEN SUPPLIES          | 27.09          |
| 001-5-02300-0000-0682 | UNIFORMS                  | 185.50         |
| 001-5-02300-0000-0710 | SOFTWARE MAINTENAN...     | 12,411.21      |
| 001-5-02300-0000-0714 | REP & MAINT OF DATA ...   | 161.06         |
| 001-5-02300-0000-0715 | BUILDING MAINT. & RE...   | 79.00          |
| 001-5-02300-0000-0725 | MEDICAL EXPENSES          | 95.00          |
| 001-5-02300-0000-0735 | TELEPHONE                 | -2.82          |
| 001-5-02300-0000-0736 | ELECTRIC UTILITIES        | 299.82         |
| 001-5-02300-0000-0737 | GAS UTILITIES             | 61.64          |
| 001-5-02300-0000-0749 | OTHER SERVICES            | 55.00          |
| 001-5-02310-0000-0710 | SOFTWARE MAINTENAN...     | 415.87         |
| 001-5-02400-0000-0645 | OIL, ANTI-FREEZE, GRE...  | 99.94          |
| 001-5-02400-0000-0651 | PARTS FOR VEHICLES, E...  | 497.24         |
| 001-5-02400-0000-0668 | POSTAGE & DELIVERY C...   | 190.33         |
| 001-5-02400-0000-0710 | SOFTWARE MAINTENAN...     | 984.70         |
| 001-5-02400-0000-0714 | REP & MAINT OF DATA ...   | 83.45          |
| 001-5-02400-0000-0725 | MEDICAL EXPENSES          | 195.00         |
| 001-5-02400-0000-0735 | TELEPHONE                 | -28.25         |
| 001-5-02400-0000-0736 | ELECTRIC UTILITIES        | 2,091.52       |
| 001-5-02400-0000-0737 | GAS UTILITIES             | 26.43          |
| 001-5-02400-0000-0746 | MAINTAIN & REPAIR VEH..   | 425.00         |
| 001-5-02400-0000-0747 | MAINT & REPAIR EQUIP...   | 331.25         |
| 001-5-02400-0000-0749 | OTHER SERVICES            | 5,055.00       |
| 001-5-02400-0000-0765 | TRAVEL & TRAINING EXP...  | 70.87          |
| 001-5-02500-0000-0632 | STREET MAINTENANCE(...    | 1,438.67       |
| 001-5-02500-0000-0651 | PARTS FOR VEHICLES, E...  | 432.19         |
| 001-5-02500-0000-0667 | OFFICE SUPPLIES           | 24.54          |
| 001-5-02500-0000-0668 | POSTAGE & DELIVERY C...   | 190.33         |
| 001-5-02500-0000-0710 | SOFTWARE MAINTENAN...     | 351.89         |
| 001-5-02500-0000-0728 | ENGINEERING SERVICES      | 103,611.10     |
| 001-5-02500-0000-0736 | ELECTRIC UTILITIES        | 303.58         |
| 001-5-02500-0000-0737 | GAS UTILITIES             | 22.34          |
| 001-5-02500-0000-0739 | SIREN ELECTRICITY         | 527.03         |
| 001-5-02500-0000-0749 | OTHER SERVICES            | 1,352.01       |
| 001-5-02500-0000-0762 | STREET LIGHTING           | 5,300.79       |
| 001-5-02500-0000-0769 | TRAFFIC LIGHT ELECTRIC... | 722.72         |
| 001-5-02500-0000-0797 | CONTRACT OPERATIONS       | 177,389.08     |
| 001-5-02900-0000-0668 | POSTAGE & DELIVERY C...   | 190.33         |
| 001-5-02900-0000-0702 | CONTRACTOR SERVICES ...   | 2,333.00       |
| 001-5-02900-0000-0710 | SOFTWARE MAINTENAN...     | 159.95         |

## Account Summary

| Account Number        | Account Name               | Payment Amount |
|-----------------------|----------------------------|----------------|
| 001-5-03000-0000-0668 | POSTAGE & DELIVERY C...    | 190.33         |
| 001-5-03000-0000-0702 | CONTRACTOR SERVICES ...    | 3,229.16       |
| 001-5-03000-0000-0710 | SOFTWARE MAINTENAN...      | 223.93         |
| 001-5-03000-0000-0714 | REP & MAINT OF DATA ...    | 15.74          |
| 001-5-03000-0000-0735 | TELEPHONE                  | -16.95         |
| 001-5-03000-0000-0736 | ELECTRIC UTILITIES         | 364.30         |
| 001-5-03000-0000-0740 | LEGAL FEES (OTHER THA...   | 775.00         |
| 001-5-03000-0000-0749 | GENERAL FUNDS/ OTHER       | 20.00          |
| 001-5-04000-0000-0735 | TELEPHONE                  | -16.95         |
| 001-5-04800-0000-0668 | POSTAGE & DELIVERY C...    | 190.33         |
| 001-5-04800-0000-0710 | SOFTWARE MAINTENAN...      | 255.92         |
| 001-5-04800-0000-0720 | REC INSTRUCTORS FEE        | 299.00         |
| 001-5-04800-0000-0735 | TELEPHONE                  | -2.82          |
| 001-5-04800-0000-0747 | MAINT & REPAIR EQUIP...    | 92.00          |
| 001-5-04800-0000-0749 | OTHER SERVICES             | 2,327.79       |
| 002-5-01900-0000-0725 | VET MEDICAL EXPENSES       | 200.00         |
| 014-5-53200-0000-0632 | STREET MAINTENANCE         | 2,846.60       |
| 014-5-53200-0000-0651 | PARTS FOR VEHICLES, E...   | 360.15         |
| 014-5-53200-0000-0667 | OFFICE SUPPLIES            | 24.55          |
| 014-5-53200-0000-0725 | MEDICAL EXPENSES           | 120.00         |
| 014-5-53200-0000-0728 | ENGINEERING SERVICES       | 16,221.06      |
| 014-5-53200-0000-0737 | GAS UTILITIES              | 22.34          |
| 014-5-53200-0000-0836 | CAPITAL IMPROVEMENT        | 8,769.16       |
| 014-5-53300-0000-0736 | ELETRIC UTILITIES          | 848.73         |
| 014-5-53300-0000-0797 | CONTRACT OPERATIONS        | 398,141.47     |
| 014-5-53400-0000-0668 | POSTAGE & DELIVERY C...    | 190.33         |
| 014-5-53400-0000-0703 | ADVERTISEMENTS & PRI...    | 51.98          |
| 014-5-53400-0000-0710 | SOFTWARE MAINTENAN...      | 159.95         |
| 014-5-53400-0000-0735 | TELEPHONE                  | -45.19         |
| 014-5-53400-0000-0736 | ELECTRIC UTILITIES         | 568.23         |
| 014-5-53400-0000-0747 | MAINT & REPAIR EQUIP...    | 244.99         |
| 014-5-53400-0000-0749 | OTHER SERVICES             | 276.81         |
| 014-5-53400-0000-0755 | OFFICE EQUIP. SVC. (SVC... | 322.21         |
| 015-5-54000-0000-0632 | STREET MAINTENANCE{...     | 276.50         |
| 015-5-54000-0000-0651 | PARTS FOR VEHICLES, E...   | 360.15         |
| 015-5-54000-0000-0667 | OFFICE SUPPLIES            | 24.55          |
| 015-5-54000-0000-0728 | ENGINEERING SERVICES       | 991.78         |
| 015-5-54000-0000-0737 | GAS UTILITIES              | 22.34          |
| 015-5-54000-0000-0836 | CAPITAL IMPROVEMENT        | 1,342.50       |
| 015-5-54100-0000-0668 | POSTAGE & DELIVERY C...    | 190.33         |
| 015-5-54100-0000-0703 | ADVERTISEMENTS & PRI...    | 50.43          |
| 015-5-54100-0000-0749 | OTHER SERVICES             | 218.81         |
| 015-5-54100-0000-0755 | OFFICE EQUIP. SVC. (SVC... | 312.74         |
| 015-5-54700-0000-0736 | ELECTRIC UTILITIES         | 627.96         |
| 015-5-54700-0000-0737 | GAS UTILITIES              | 642.86         |
| 015-5-54700-0000-0749 | OTHER SERVICES             | 5.00           |
| 015-5-54700-0000-0797 | CONTRACT OPERATIONS        | 415,330.42     |
| 015-5-54700-0000-0836 | CAPITAL IMPROVEMENTS       | 864,345.21     |
| 018-5-61800-0000-0668 | POSTAGE & DELIVERY C...    | 190.32         |
| 018-5-61900-0000-0835 | CAPITAL EQUIPMENT          | 4,460.09       |
| 022-5-04300-0000-0735 | TELEPHONE, TELEGRAPH...    | -16.95         |
| 022-5-62500-0000-0728 | ENGINEERING SERVICES       | 799,813.97     |
| 023-5-64400-0000-0651 | PARTS FOR VEHICLES         | 288.12         |
| 023-5-64400-0000-0667 | OFFICE SUPPLIES            | 24.55          |
| 023-5-64400-0000-0737 | GAS UTILITIES              | 22.34          |
| 023-5-64500-0000-0668 | POSTAGE & DELIVERY C...    | 190.32         |
| 023-5-64500-0000-0703 | ADVERTISEMENTS & PRI...    | 50.43          |
| 023-5-64500-0000-0749 | OTHER SERVICES             | 218.81         |

Account Summary

| Account Number        | Account Name               | Payment Amount |
|-----------------------|----------------------------|----------------|
| 023-5-64500-0000-0755 | OFFICE EQUIP. SVC. (SVC... | 312.74         |
| 035-5-14000-0000-0749 | OTHER SERVICES             | 7,848.97       |
| 075-5-39000-0000-0749 | OTHER SERVICES             | 151,383.02     |
| 075-5-39000-0000-0770 | LAND BANK REBATE           | 8,000.00       |
| 075-5-39000-0000-0798 | MOWING CONTRACT            | 227.50         |
| Grand Total:          |                            | 3,185,726.65   |

Project Account Summary

| Project Account Key              | Payment Amount |
|----------------------------------|----------------|
| **None**                         | 3,185,526.65   |
| PETCO 2024 - 0025019000000000725 | 200.00         |
| Grand Total:                     | 3,185,726.65   |

# City of Junction City

## City Commission

### Agenda Memo

December 10, 2024

**From:** Kelly Heindel, Office Manager  
**To:** City Commission and City Manager  
**Subject:** **November 2024 Ambulance Adjustments**

---

**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency who may also forward the debts onto the Kansas Setoff Program.

**Budget Impact:**

|                                   |              |
|-----------------------------------|--------------|
| Contractual Obligation Adjustment | \$ 15,170.71 |
| Bad Debt Adjustment               | \$ 31,655.73 |

**Staff Recommendation:** Staff recommends approval of adjustments as listed

**Suggested Motion:** I move to approve the ambulance contractual obligation and bad debt adjustments in the amounts listed above.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** None



**City of Junction City**

**City Commission**

**Agenda Memo**

**17 December 2024**

**From:** **Andrew Darrow, Information Technology Director**  
**To:** **Gerry Vernon, Interim City Manager**  
**Subject:** **Cybersecurity services renewal with Nomic Networks**

**Objective:** Consideration and approval of the renewal and co-termination of cybersecurity services from Nomic Networks at a cost of \$51,224.

**Explanation of Issue:** In the past several years, the city has been working to strengthen the cybersecurity posture of the city's computer network. One of the tools used to accomplish this task has been with cybersecurity services through Nomic Networks. The initial contract with Nomic Networks to provide these services goes back to 2019. Since then, there have been two (2) other instances where we have expanded the service, with the commission approving the last expansion in November 2023.

While we have greatly benefited from these expansions, each has historically been viewed and treated as separate contracts. This has resulted in three (3) different billing cycles. We also have two (2) contracts being paid on a quarterly basis, while the most recent contract is paid annually. With these various cycles and schedules, it has become inefficient from an administrative standpoint. With the most recent contract coming up for renewal, it presented an opportunity to address these inefficiencies and get everything co-termed to a single renewal date. The attached invoice is the result of getting everything on a twelve (12) month, December 1 to November 30, billing cycle.

**Budget Impact:** Funds are available to cover this cost from the General Fund using the IT Budget.

**Alternatives:**

1. **Approve, Disapprove, Modify, Table**

**Recommendation:** Staff recommend approving this purchase as presented.

**Enclosures:** Nomic Networks Invoice 37780



224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080

Nomic Networks, Inc. 972.991.5005 x101  
Accounting@nomicnetworks.com

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |

**PAST DUE**

## Bill To

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

## Ship To

City of Junction City  
Jim Germann  
700 N. Jefferson  
Junction City, KS 66441

|                         |                    | P.O. No.                                                                                                                                                                                                                                          | Terms  | Due Date  |          | Service Period        |          |
|-------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|----------|-----------------------|----------|
|                         |                    |                                                                                                                                                                                                                                                   | Net 30 | 12/1/2024 |          | Dec. 2024 - Nov. 2025 |          |
| Item                    | Location           | Description                                                                                                                                                                                                                                       |        | Qty/Mos.  | Rate     | S/N                   | Amount   |
| MRR IIU (Rackmount IDS) | Police Dept.       | Internal Intelligence Unit - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic IIU Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc. |        | 12        | 325.00   | N141128               | 3,900.00 |
| Insight                 | Police Dept        | Capture and analysis of flow data. Includes access to IIU HQ for viewing, searching, and analysis of Insight data.                                                                                                                                |        | 12        | 1,300.00 | N141128               | 15600.00 |
| MRR IIU (Rackmount IDS) | Municipal Building | Internal Intelligence Unit - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic IIU Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc. |        | 12        | 325.00   | N141129               | 3,900.00 |
| Insight                 | Municipal Building | Capture and analysis of flow data. Includes access to IIU HQ for viewing, searching, and analysis of Insight data.                                                                                                                                |        | 12        | 650.00   | N141129               | 7,800.00 |

Cut along this line to create a remittance receipt. Place in windowed envelope.

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

**Subtotal**

**Sales Tax (0.0%)**

**Total Due**

Please make check payment to address below, or call us to make a Visa or Mastercard payment.

Nomic Networks, Inc.  
Accounting Department  
224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080-3512

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |



224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080

Nomic Networks, Inc. 972.991.5005 x101  
Accounting@nomicnetworks.com

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |

**PAST DUE**

## Bill To

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

## Ship To

City of Junction City  
Jim Germann  
700 N. Jefferson  
Junction City, KS 66441

|                       |                               | P.O. No.                                                                                                                                                                                                                                   | Terms  | Due Date  |        | Service Period        |          |
|-----------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|--------|-----------------------|----------|
|                       |                               |                                                                                                                                                                                                                                            | Net 30 | 12/1/2024 |        | Dec. 2024 - Nov. 2025 |          |
| Item                  | Location                      | Description                                                                                                                                                                                                                                |        | Qty/Mos.  | Rate   | S/N                   | Amount   |
| MRR Outpost Rackmount | Twin Valley - JCPD            | Passive Outpost - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic Outpost Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc. |        | 12        | 324.50 | S131358               | 3,894.00 |
| MRR Outpost Rackmount | Municipal Build - Twin Valley | Passive Outpost - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic Outpost Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc. |        | 12        | 324.50 | S131359               | 3,894.00 |
| Nomic HQ License      |                               | Nomic HQ Integration license. Mission Control for all your devices. A cloud-based platform offering a comprehensive view and management of all your devices, events, and support tickets in a single pane of glass.<br>(2 sensor licenses) |        | 12        | 50.00  |                       | 600.00   |

Cut along this line to create a remittance receipt. Place in windowed envelope.

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

**Subtotal**

**Sales Tax (0.0%)**

**Total Due**

Please make check payment to address below, or call us to make a Visa or Mastercard payment.

Nomic Networks, Inc.  
Accounting Department  
224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080-3512

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |



224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080

Nomic Networks, Inc. 972.991.5005 x101  
Accounting@nomicnetworks.com

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |

**PAST DUE**

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City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

## Ship To

City of Junction City  
Jim Germann  
700 N. Jefferson  
Junction City, KS 66441

|                       |          | P.O. No.                                                                                                                                                                                                                                                                      | Terms  | Due Date  |        | Service Period        |          |
|-----------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|--------|-----------------------|----------|
|                       |          |                                                                                                                                                                                                                                                                               | Net 30 | 12/1/2024 |        | Dec. 2024 - Nov. 2025 |          |
| Item                  | Location | Description                                                                                                                                                                                                                                                                   |        | Qty/Mos.  | Rate   | S/N                   | Amount   |
| MRR Outpost Rackmount | JCPD     | Co-Term Feb. 2025- Nov. 2025 10 months Outpost - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic Outpost Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc.     |        | 10        | 519.00 | 81MMN23               | 5,190.00 |
| Nomic HQ License      |          | Nomic HQ Integration license. Mission Control for all your devices. A cloud-based platform offering a comprehensive view and management of all your devices, events, and support tickets in a single pane of glass.<br>(1 sensor license)<br><br>Co term Jan. 2025 -Nov. 2025 |        | 10        | 25.00  | 81MMN23               | 250.00   |

Cut along this line to create a remittance receipt. Place in windowed envelope.

**Subtotal**

**Sales Tax (0.0%)**

**Total Due**

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

Please make check payment to address below, or call us to  
make a Visa or Mastercard payment.

Nomic Networks, Inc.  
Accounting Department  
224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080-3512

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |



224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080

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Accounting@nomicnetworks.com

# Invoice

| Date      | Invoice # |
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| 11/1/2024 | 37780     |

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700 N. Jefferson  
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## Ship To

City of Junction City  
Jim Germann  
700 N. Jefferson  
Junction City, KS 66441

|                       |                    | P.O. No.                                                                                                                                                                                                                           | Terms  | Due Date  |          | Service Period        |          |
|-----------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|----------|-----------------------|----------|
|                       |                    |                                                                                                                                                                                                                                    | Net 30 | 12/1/2024 |          | Dec. 2024 - Nov. 2025 |          |
| Item                  | Location           | Description                                                                                                                                                                                                                        |        | Qty/Mos.  | Rate     | S/N                   | Amount   |
| MRR Outpost Rackmount | Municipal Building | Outpost - Monthly Service<br>End user and VAR (if applicable) agree to use the Nomic Outpost Appliance in accordance with the Service Agreement and End User License Agreement. Equipment remains property of Nomic Networks, Inc. |        | 11        | 649.00   | J43Q3Y2               | 7,139.00 |
| Nomic HQ License      |                    | Nomic HQ Integration license. Mission Control for all your devices. A cloud-based platform offering a comprehensive view and management of all your devices, events, and support tickets in a single pane of glass.                |        | 11        | 25.00    | J43Q3Y2               | 275.00   |
| MRR Outpost Rackmount |                    | One time discount                                                                                                                                                                                                                  |        | -1        | 1,218.00 |                       | -1218.00 |

Cut along this line to create a remittance receipt. Place in windowed envelope.

City of Junction City  
Attn: A/P  
700 N. Jefferson  
Junction City, KS 66441

**Subtotal** \$51,224.00

**Sales Tax (0.0%)** \$0.00

**Total Due** \$51,224.00

Please make check payment to address below, or call us to make a Visa or Mastercard payment.

Nomic Networks, Inc.  
Accounting Department  
224 W. Campbell Rd. Ste. 281  
Richardson, TX 75080-3512

| Date      | Invoice # |
|-----------|-----------|
| 11/1/2024 | 37780     |

**Junction City**  
**City Commission**  
**Agenda Memo**

DECEMBER 17, 2024

**From:** Fire Chief Jason Lankas  
**To:** City Commissioners  
**Subject:** **Request for approval of application to the Assistance to Firefighters Grant (AFG) for Brush Truck**

---

**Objective:** To obtain funding from FEMA through the Assistance to Firefighters Grant (AFG) process to purchase a new Brush Truck for the Junction City Fire Department. This grant application process is open each year for a specified time.

**Explanation of Issue:** JCFD is in need to replace a 2005 Chevrolet 3500 single-rear wheel, homebuilt brush truck (Brush 2). This brush truck is used for off-road suppression of wildfire within the city limits and as requested per mutual aid agreements. This vehicle is a 2005 chassis with a flatbed and utilizes a slide-in fire suppression unit. This brush truck is considered a homebuilt apparatus per NFPA 1901, Standard for Automotive Fire Apparatus. It occasionally experiences mechanical issues of going into reduced-power mode responding to and returning from emergency calls. Once this issue occurs, the truck is then taken out of service until it can be seen by a mechanic. By having this truck taken out of service, it leaves the city without a brush truck and reliant on Geary County Fire Department or other outside agencies for mutual aid. This fire apparatus will be a certified wildland fire vehicle. This truck will be a Fire Quick Attack Type 6 apparatus. This is a heavy-duty four-wheel drive crew cab (4-person capacity) chassis.

Over the last few years, Kansas has experienced an increasing wildfire problem due to the continued drought and more frequent significant wind events. Historically, the Kansas fire season normally occurs in the spring months when agricultural burning is performed, and dry fuels are present. Kansas no longer has a defined fire season, as significant wildfires have occurred within the state during any month, including winter months. Geary County Fire Department has called us for multiple responses this year for grass fires.

Junction City has a significant Wildland/Urban Interface fire threat, which is defined as flammable vegetation located directly within the vicinity or encroachment near man-made structures. The western and northern areas of the city would be largely impacted in the event of a WUI fire. With the city limits being directly adjacent to agricultural grassland and the uncontrolled growth of vegetation located within unbuilt residential areas, the threat of a wildfire impacting residential structures within these areas is highly likely and has happened already in these areas.

**Budget Impact:** The AFG Grant Application does require a 10% local match to any requested funds. The total request of the grant is to not exceed \$ 280,000.00

**Staff Recommendation:** Staff recommends approving the request to apply for funding from FEMA through the Assistance to Firefighters Grant (AFG) process for new Brush Truck.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** Quote

Weis Fire & Safety Equipment, LLC.

111 E Pacific Ave  
Salina, KS 67401  
(785) 825-9527 Fax (785) 825-9538  
www.weisfiresafety.com



WFE QUOTATION

|           |         |
|-----------|---------|
| DATE      | QUOTE # |
| 12/4/2024 | 8871    |

|                                                                       |
|-----------------------------------------------------------------------|
| Name / Address                                                        |
| JUNCTION CITY FIRE DEPT<br>700 N JEFFERSON<br>JUNCTION CITY, KS 66441 |

|                                                                       |
|-----------------------------------------------------------------------|
| ATTN:                                                                 |
| JUNCTION CITY FIRE DEPT<br>700 N JEFFERSON<br>JUNCTION CITY, KS 66441 |

| QTY | ITEM                      | DESCRIPTION                                                       | UNIT PRICE | TOTAL      |
|-----|---------------------------|-------------------------------------------------------------------|------------|------------|
| 1   | 23-627 MANHATTAN FIRE ... | WEIS FIRE QUICK ATTACK 300RM (ESTIMATE) MANHATTAN FIRE DEPT TRUCK | 248,500.00 | 248,500.00 |
| 1   | SALES 3                   | WEIS FIRE QUICK ATTACK, FDIC DEMO IN 2019 (ESTIMATE)              | 275,000.00 | 275,000.00 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------|
| <p><b>Due to shortages of raw materials, volatility of the market and conditions out of our control, delivery times are estimated and could be extended. Price quotes are only good for two weeks. Freight costs provided are estimates only and are subject to change. Please call if you have any questions or want to confirm price quotes past two weeks.</b></p> <p>Notwithstanding anything to the contrary in any terms governing the sale of Products or otherwise, Buyer agrees that (1) Seller's ability to supply Products may be impacted by the 2019 novel coronavirus (COVID-19) and resulting events and circumstances, and as a material condition of Seller's acceptance of the order, Buyer assumes such risk, (2) Seller is only obligated to use reasonable efforts to meet any requested delivery date, and shall not be liable for any failure to do so and (3) during any period when demand for Products exceeds Seller's supply or Seller is otherwise unable to supply ordered quantities (whether due to circumstances referenced above or otherwise), Seller may allocate any available Products or production resources on such basis as Seller deems fair and reasonable, including to contract customers and/or for internal uses.</p> | <b>Subtotal</b>         | \$523,500.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Sales Tax (0.0%)</b> | \$0.00       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Total</b>            | \$523,500.00 |



**Junction City**  
**City Commission**  
**Agenda Memo**

DECEMBER 17, 2024

**From:** Fire Chief Jason Lankas  
**To:** City Commissioners  
**Subject:** **Request for approval of application to the Assistance to Firefighters Grant (AFG) for Fire Fighter 1 and Fire Fighter 2 New Recruit Training**

---

**Objective:** To obtain funding from FEMA through the Assistance to Firefighters Grant (AFG) process for Fire Fighter 1 and Fire Fighter 2 New Recruit Training for the Junction City Fire Department. This grant application process is open each year for a specified time.

**Explanation of Issue:** JCFD will get 2 new Fire Fighter positions next year along with possibly 1 or 2 retirements in the years to come. Applicants that apply to currently do not need FF1 and FF2 to apply to JCFD. They only need to have their current KS EMT license and CPAT. Today's applicants are not going out on their own to obtain this FF1 and FF2 certification. Hutchinson Fire School has a two-week academy that provides this training. We would be sending 4 guys potentially over the next two years.

**Budget Impact:** The AFG Grant Application does require a 10% local match for any requested funds. The total request for grant not to exceed \$50,000.00

**Staff Recommendation:** Staff recommends approving the request to apply for funding from FEMA through the Assistance to Firefighters Grant (AFG) for Fire Fighter 1 and Fire Fighter 2 New Recruit Training.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** None

# City of Junction City

## City Commission

### Agenda Memo

December 10<sup>th</sup>, 2024

**From:** Jason Lankas, Fire Chief  
**To:** City Commissioners  
**Subject:** Request for approval of application to the Kanas Revolving Assistance Fund (KRAF) Grant

---

**Objective:** To obtain funding from Kanas Revolving Assistance Fund (KRAF) Grant.

**Explanation of Issue:** We are applying to add to our EMS training equipment with top of the line full size training manikin. We currently have half body manikins to train with due to extreme cost of a full-size manikin. This full-size manikin is made to fulfill all the needs of Advanced Life Support (ALS) Training: Airway Management, ECG simulation, defibrillation, CPR, being able to run a full code scenario, and the training of IV and IO access techniques. We would like to apply for this grant for a full-size training manikin. Deadline to apply is Dec. 31, 2024.

**Budget Impact:** 15% match of the total 10,298.50 = \$1,544.78 for 2025 Budget

**Staff Recommendation:** Staff recommends approving the request to apply for of application to the Kanas Revolving Assistance Fund (KRAF) Grant.

**Suggested Motion:** I move to approve the request to apply for of application to the Kanas Revolving Assistance Fund (KRAF) Grant.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** Equipment description, Full-size Manikin Quote

# CUSTOMER QUOTE

December 9, 2024

Junction City Fire Department  
700 N. Jefferson Street  
Junction City, KS 66441

**Ambu Inc.**

6721 Columbia Gateway Drive  
Suite 200  
Columbia, MD 21046  
(P) 800.262.8462  
(F) 800.262.8673  
[www.ambuusa.com](http://www.ambuusa.com)

Thank you for your interest in AMBU Products. Please consider the following quotation:

| Product Code      | Product Description                                                                                                                                         | Unit of Measure | UOM (QTY) | Price             |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|-------------------|
| <b>A284407000</b> | AmbuMan Advanced Full body ALS manikin incl. IV arm, IO leg (w/ IO kit), integrated Ambu Wireless Technology, Ambu Manikin Management Module, Transport box | <b>each</b>     | <b>1</b>  | <b>\$9,998.50</b> |
| <b>234000077</b>  | AmbuMan Advanced battery pack                                                                                                                               | <b>each</b>     | <b>1</b>  | <b>\$300.00</b>   |

Effective date: December 9, 2024

Expiration date: June 30, 2025

The items and prices presented in this quote are valid from the effective date through the expiration date. Please call me with questions regarding these or any other Ambu products.

You may place an order at [purchase\\_orders@ambuUSA.com](mailto:purchase_orders@ambuUSA.com) or call customer service at 800-262-8462 option 2.

Thank you,

Teresa Bennett  
Senior Regional Manager, EMS  
Ambu, Inc.  
[TLB@AMBU.COM](mailto:TLB@AMBU.COM)  
817-829-1946

AMBU Man





**Junction City**  
**City Commission**  
**Agenda Memo**

DECEMBER 17, 2024

**From:** Fire Chief Jason Lankas  
**To:** City Commissioners  
**Subject:** **Request for approval of application to Firehouse Subs Public Safety Foundation Grant**

---

**Objective:** To obtain funding from Firehouse Subs safety Public Safety Foundation. This grant application process is open each year for a specified time.

**Explanation of Issue:** JCFD has vehicle extrication equipment that will soon need to be replaced. Equipment includes air bag systems, ram and strut kits, and control kits.

This Grant opens Jan 9, 2025, and has three other dates in 2025 for grant opportunities. They only accept 600 grants per quarter.

Request exceeding \$45,000 will be denied. \$15,000 - \$25,000 is the guidelines for this grant

**Budget Impact:** There are no matching funds involved in the organization's grants program.

**Staff Recommendation:** Staff recommends approving the request to apply for funding from Firehouse Subs safety Public Safety Foundation.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** None

# City of Junction City

## City Commission

### Agenda Memo

December 17<sup>th</sup>, 2024

**From:** Kirt D. Nichols, Chief of Police  
**To:** City Commission and Interim City Manager  
**Subject:** 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

---

**Objective:** The Police Department seeks approval to accept a grant award from the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) through the U.S. Department of Justice - Office of Justice Programs - Bureau of Justice Assistance in the amount of \$17,315.00

**Explanation of Issue:** The Police Department was eligible to apply for grant funding through the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG). The amount of the award is \$17,315.00. This award is made to both the Junction City Police Department and Geary County Sheriff's Office as disparate jurisdictions. The Junction City Police Department is eligible to apply for 2/3 of the award or \$11,544. The Geary County Sheriff's Office is eligible to apply for 1/3 of the award or \$5,771. The Junction City Police Department would like to use the funds to improve the audio and video equipment in the training room. Our training room is a multipurpose room used not only for in-house training but also serves as the Emergency Operations Center (EOC) during Natural Disasters and other emergencies. Our current audio and video equipment is outdated and insufficient to meet the demands of modern law enforcement training and to facilitate an effective EOC during disasters. Upgrading this equipment is essential to enhance our training programs by implementing audiovisual technology, which will facilitate more interactive and effective training sessions. The Geary County Sheriff's Department would like to use the funds to purchase a Mantis Blackbeard X Shot training system which is a laser-based system that tracks multiple factors during the shot process to make shooters more accurate and efficient. All of this is tracked by using a phone-based app to record deficiencies and areas of improvement. In addition, if approved they would like to purchase (4) Uniden Touchscreen scanners to replace the older legacy UHF System. Earlier this year the City and County switched to the 800 MHz trunked radio system. This will provide additional security knowing officers are being heard.

|                                |                                                                                                                                                                       |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budget Impact:</b>          | The grant requires no matching funds and, therefore, has no budgetary impact.                                                                                         |
| <b>Alternatives:</b>           | The Commission may approve or deny the award.                                                                                                                         |
| <b>Special Considerations:</b> | There are no special considerations.                                                                                                                                  |
| <b>Recommendation:</b>         | Staff recommends a motion to accept the award from the 2024 Justice Assistance Grant and for The Junction City Mayor agree and sign the Certifications and Assurance. |
| <b>Enclosures:</b>             | Certifications and Assurance by the Chief Executive of the Applicant Government.                                                                                      |



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

# City of Junction City

## City Commission

### Agenda Memo

December 17<sup>th</sup>, 2024

**From:** Kirt D. Nichols, Chief of Police  
**To:** City Commissioners and Interim City Manager  
**Subject:** Interlocal Agreement JC and Geary County JAG Grant

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**Objective:** The Police Department is requesting the approval and signatures of an interlocal agreement between the City of Junction City and Geary County KS.

**Explanation of Issue:** The Junction City Police Department was awarded funding through the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG). The amount of the award is \$17,315.00. This award is made to both the Junction City Police Department and Geary County Sheriff's Office as disparate jurisdictions. The Junction City Police Department will receive 2/3 of the award or \$11,544. The Geary County Sheriff's Office will receive 1/3 of the award or \$5,771. We are needing an agreement detailing the division of the funds. (See attached agreement)

**Budget Impact:** None

**Special Considerations:** There are no special considerations.

**Alternatives:** The Commission may approve or deny or postpone this item.

**Recommendation:** Staff recommends Junction City Mayor agree and sign attached Interlocal Agreement.

**Enclosures:** Interlocal Agreement

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF JUNCTION CITY, KANSAS AND GEARY COUNTY, KANSAS IS ENTERED INTO THIS DAY OF DECEMBER 17<sup>TH</sup> 2024.**

**UNDER THE AUTHORITY ON BOTH MUNICIPALITY'S HOME RULE POWERS, POLICE POWERS AND K.S.A. 12-2908 FOR THE PURPOSE OF DESCRIBING AND DEFINING THE PARTIES RESPECTIVE DUTIES AND RESPONSIBILITIES REGARDING THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD.**

**WHEREAS**, the City of Junction City, Kansas on the one hand, and Geary County, Kansas on the other, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

**WHEREAS**, the 2024 annual JAG award totals \$17,315.00.

**WHEREAS**, the aforesaid City agrees to provide the County \$5,771.00 from the JAG award for the 2024 Law Enforcement Programs project.

**WHEREAS**, the City and County believe it to be in their best interests to allocate the JAG funds as described below.

**NOW THEREFORE, the County and City agree as follows:**

### **Section 1.**

City agrees to pay the County a total of \$5,771.00 of JAG funds once receipt of purchase is provided to the City.

### **Section 2.**

County agrees to use \$5,771.00 for the 2024 JAG Law Enforcement Programs Project until September 30<sup>th</sup>, 2025.

### **Section 3.**

City agrees to act as the applicant/fiscal agent for the award.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against either the aforesaid City or County or both other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**Section 5.**

The aforesaid City and County will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The aforesaid City and County do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the aforesaid City and County do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**CITY OF JUNCTION CITY, KANSAS**

By \_\_\_\_\_  
**Pat Landes, Mayor**

Attest:

\_\_\_\_\_  
**Ariana Diaz Lorenzo, City Clerk**

**BOARD OF COUNTY COMMISSIONERS OF  
GEARY COUNTY, KANSAS**

By \_\_\_\_\_  
**Trish Giordano, Chairman**

Attest:

\_\_\_\_\_  
**Courtney Gilbert, County Clerk**

# City of Junction City

## City Commission

### Agenda Memo

12/17/2024

**From:** Tammy Melton, Human Resources Director

**To:** Gerry Vernon, Interim City Manager

**Subject:** Consideration of Resolution No. R-3108, Establishing the Minimum and Maximum Salary Range Schedule for each Full-Time, Part-Time, Elected, & Seasonal Job Position for the City of Junction City.

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**Objective:** To update the resolution setting the salary schedule for City of Junction City personnel.

**Background:** The current salary schedule has not been updated since December 17<sup>th</sup>, 2013, Resolution R-2742. Despite the creation of several new positions and the elimination of others over the years. To address these changes and incorporate cost-of-living adjustments (COLA), a new salary schedule was developed, Resolution R-3108.

In collaboration with the administrative staff from both the Police and Fire Departments we reviewed the current budget allocations to ensure that COLA increases could be applied consistently across all positions. Moving forward, the salary schedule will be reviewed and published annually to ensure alignment with budgeted COLA adjustments.

During this process it became apparent that a salary study will be needed in the near future. There were inconsistencies and cases of support staff encroaching on Manager and Department Head level salaries.

**Staff Recommendation:** Recommend approval.

## RESOLUTION NO. R-3108

### **A RESOLUTION ESTABLISHING THE MINIMUM AND MAXIMUM SALARY RANGES FOR EACH FULL-TIME, PART-TIME, ELECTED AND SEASONAL JOB POSITIONS FOR THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, the City has a multitude of job positions within its organization,

**WHEREAS**, each position is authorized by the City Commission through each departments' annual budget and collective bargaining units agreement,

**WHEREAS**, government accounting budgeting and auditing standards best practices recommend that each position salary be set within a salary range as set by the City Governing Body, and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS**, sets the following minimum and maximum salary range per job position;

| Job Position                      | Minimum     | Maximum     |
|-----------------------------------|-------------|-------------|
| ADMINISTRATIVE SECRETARY I        | \$ 15.00    | \$ 25.00    |
| ADMINISTRATIVE SECRETARY II       | \$ 18.00    | \$ 28.00    |
| ANIMAL CONTROL OFFICER            | \$ 16.00    | \$ 26.00    |
| ANIMAL SHELTER ASSISTANT DIRECTOR | \$ 16.00    | \$ 26.00    |
| ANIMAL SHELTER DIRECTOR           | \$ 25.00    | \$ 35.00    |
| ASSISTANT CLUBHOUSE SUPERVISOR    | \$ 14.00    | \$ 24.00    |
| ASSISTANT POLICE CHIEF            | \$ 50.00    | \$ 65.00    |
| ASSISTANT POOL MANAGER            | \$ 15.00    | \$ 25.00    |
| ASSISTANT PUBLIC WORKS DIRECTOR   | \$ 35.00    | \$ 45.00    |
| BUILDING INSPECTOR I              | \$ 18.00    | \$ 28.00    |
| BUILDING INSPECTOR II             | \$ 20.00    | \$ 30.00    |
| BUILDING MAINTENANCE II           | \$ 20.00    | \$ 30.00    |
| CAPTAIN OF INVESTIGATIONS         | \$ 45.00    | \$ 55.00    |
| CAPTAIN OF OPERATIONS             | \$ 45.00    | \$ 55.00    |
| CITY ATTORNEY/PROSECUTOR          | \$ 50.00    | \$ 60.00    |
| CITY CLERK                        | \$ 30.00    | \$ 40.00    |
| CITY MANAGER                      | \$ 60.00    | \$ 84.00    |
| CITY TREASURER                    | \$ 30.00    | \$ 40.00    |
| CLUBHOUSE MANAGER                 | \$ 22.00    | \$ 32.00    |
| CODES ENFORCEMENT OFFICER I       | \$ 17.00    | \$ 27.00    |
| CODES ENFORCEMENT OFFICER II      | \$ 19.00    | \$ 29.00    |
| COMMISSIONER                      | \$700/MONTH | \$700/MONTH |
| COMMUNITY DEVELOPMENT DIRECTOR    | \$ 30.00    | \$ 50.00    |
| COURT ADMINISTRATOR               | \$ 22.00    | \$ 32.00    |

|                                            |          |          |
|--------------------------------------------|----------|----------|
| COURT BAILIFF                              | \$ 20.00 | \$ 30.00 |
| COURT CLERK                                | \$ 17.00 | \$ 27.00 |
| CRIME ANALYST                              | \$ 20.00 | \$ 30.00 |
| CSI EVIDENCE CUSTODIAN                     | \$ 20.00 | \$ 30.00 |
| CUSTODIAN                                  | \$ 16.00 | \$ 21.00 |
| CUSTOMER SERVICE ACCOUNT CLERK I           | \$ 19.00 | \$ 24.00 |
| CUSTOMER SERVICE LEAD                      | \$ 19.00 | \$ 24.00 |
| CUSTOMER SERVICE MANAGER                   | \$ 25.00 | \$ 35.00 |
| CUSTOMER SERVICE REP                       | \$ 14.00 | \$ 20.00 |
| DARE/SRO OFFICER                           | \$ 26.04 | \$ 42.94 |
| DETECTIVE                                  | \$ 27.54 | \$ 44.94 |
| DETECTIVE SERGEANT                         | \$ 28.54 | \$ 45.94 |
| PD COMMUNICATIONS DIRECTOR                 | \$ 25.00 | \$ 40.00 |
| DISCOVERY CLERK I                          | \$ 15.00 | \$ 20.00 |
| DISPATCHER I                               | \$ 17.00 | \$ 27.00 |
| DISPATCHER II                              | \$ 20.00 | \$ 30.00 |
| DIVISION CHIEF OF OPERATIONS               | \$ 38.00 | \$ 53.00 |
| DIVISION CHIEF OF EMS/TRAINING             | \$ 35.00 | \$ 50.00 |
| EQUIPMENT OPERATOR                         | \$ 18.00 | \$ 28.00 |
| EXECUTIVE SECRETARY                        | \$ 21.00 | \$ 36.00 |
| FINANCE DIRECTOR                           | \$ 35.00 | \$ 55.00 |
| FIRE CAPTAIN/AEMT                          | \$ 27.93 | \$ 32.97 |
| FIRE CAPTAIN/EMT                           | \$ 25.98 | \$ 31.02 |
| FIRE CAPTAIN/PARAMEDIC                     | \$ 29.81 | \$ 34.85 |
| FIRE CHIEF                                 | \$ 50.00 | \$ 65.00 |
| FIRE MARSHAL                               | \$ 35.00 | \$ 50.00 |
| FIREFIGHTER ENGINEER/AEMT                  | \$ 24.60 | \$ 29.78 |
| FIREFIGHTER ENGINEER/EMT                   | \$ 22.65 | \$ 27.83 |
| FIREFIGHTER ENGINEER/PARAMEDIC             | \$ 26.48 | \$ 31.66 |
| FIREFIGHTER/AEMT                           | \$ 19.32 | \$ 26.60 |
| FIREFIGHTER/EMT                            | \$ 17.37 | \$ 24.65 |
| FIREFIGHTER/PARAMEDIC                      | \$ 21.20 | \$ 28.48 |
| GOLF CART ATTENDANT                        | \$ 12.00 | \$ 15.00 |
| GOLF CART ATTENDANT SUPERVISOR             | \$ 13.00 | \$ 16.00 |
| GOLF COURSE MECHANIC/ EQUIPMENT<br>MANAGER | \$ 17.00 | \$ 27.00 |
| GOLF PROSHOP CLERK                         | \$ 12.00 | \$ 15.00 |
| GOLF SUPERINTENDENT                        | \$ 31.00 | \$ 41.00 |
| GROUNDSKEEPER                              | \$ 16.00 | \$ 26.00 |
| GROUNDSKEEPER - PT                         | \$ 12.00 | \$ 15.00 |
| HEAD LIFEGUARD                             | \$ 13.00 | \$ 18.00 |

|                                          |             |             |
|------------------------------------------|-------------|-------------|
| HR DIRECTOR                              | \$ 40.00    | \$ 50.00    |
| IT DIRECTOR                              | \$ 45.00    | \$ 60.00    |
| IT SPECIALIST                            | \$ 27.00    | \$ 37.00    |
| KENNEL TECHNICIAN                        | \$ 15.00    | \$ 20.00    |
| LEAD EQUIPMENT OPERATOR                  | \$ 20.00    | \$ 30.00    |
| LEAD KENNEL TECHNICIAN                   | \$ 16.00    | \$ 21.00    |
| LEAD SUPERVISOR                          | \$ 14.00    | \$ 18.00    |
| LEGAL ASSISTANT                          | \$ 15.00    | \$ 25.00    |
| LIFEGUARD                                | \$ 11.00    | \$ 16.00    |
| MAYOR/COMMISSIONER                       | \$900/MONTH | \$900/MONTH |
| MECHANIC I                               | \$ 20.00    | \$ 30.00    |
| MECHANIC II                              | \$ 22.00    | \$ 32.00    |
| MUNICIPAL COURT JUDGE                    | \$ 30.00    | \$ 45.00    |
| PARKS & RECREATION DIRECTOR              | \$ 35.00    | \$ 55.00    |
| PARKS MAINTENANCE I                      | \$ 15.00    | \$ 20.00    |
| PARKS MAINTENANCE SUPERVISOR             | \$ 20.00    | \$ 30.00    |
| PAYROLL SPECIALIST                       | \$ 20.00    | \$ 30.00    |
| PERMIT TECHNICIAN                        | \$ 16.00    | \$ 26.00    |
| POLICE CHIEF                             | \$ 55.00    | \$ 65.00    |
| POLICE FLEET & FACILITIES MANAGER        | \$ 25.00    | \$ 35.00    |
| POLICE LIEUTENANT                        | \$ 35.00    | \$ 50.00    |
| POLICE OFFICER                           | \$ 24.38    | \$ 42.94    |
| POLICE OFFICER - SRO                     | \$ 26.04    | \$ 43.44    |
| POOL CLERK                               | \$ 7.25     | \$ 10.00    |
| POOL MANAGER                             | \$ 15.00    | \$ 20.00    |
| POOL SUPERVISOR                          | \$ 11.00    | \$ 16.00    |
| PROPERTY & EVIDENCE CUSTODIAN SUPERVISOR | \$ 25.00    | \$ 35.00    |
| PUBLIC WORKS DIRECTOR                    | \$ 45.00    | \$ 65.00    |
| PUBLIC WORKS MAINTENANCE WORKER I        | \$ 16.00    | \$ 26.00    |
| PUBLIC WORKS MAINTENANCE WORKER II       | \$ 20.00    | \$ 30.00    |
| RECORDS CLERK I                          | \$ 15.00    | \$ 25.00    |
| RECORDS CLERK II                         | \$ 16.00    | \$ 26.00    |
| RECREATION FACILITY MANAGER              | \$ 20.00    | \$ 30.00    |
| RECREATION SUPERVISOR                    | \$ 12.00    | \$ 15.00    |
| SANITATION DRIVER                        | \$ 18.00    | \$ 33.00    |
| SERGEANT                                 | \$ 28.04    | \$ 45.44    |
| STREETS & TRAFFIC SUPERVISOR             | \$ 20.00    | \$ 35.00    |
| UTILITY MAINT SUPERVISOR                 | \$ 20.00    | \$ 35.00    |



**APPROVED AND SIGNED** by the Mayor of the City of Junction City, Kansas, this 17<sup>th</sup> day of December 2024.

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Pat Landes, Mayor

ATTEST:

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Ariana Diaz Lorenzo, City Clerk

# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Change Order #01 for the 2024 Street Maintenance Project**

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**Objective:** The consideration and approval of Change Order #01 for decreasing the amount of the contract for the 2024 Street Maintenance Project in the amount of \$32,428.57.

**Explanation of Issue:** On April 2, 2024, the City Commission approved the 2024 Street Maintenance Project to APAC-Kansas, Inc. in the amount of \$1,582,283.25.

Change Order #1 is for additional work on paving side street radius returns on 6<sup>th</sup> Street, 6<sup>th</sup> Street Pavement Markings and work removed from the project and would reduce the contract amount by \$32,428.57. The contract amount would change from \$1,582,283.25 to \$1,549,854.68.

**Budget Impact:** No impact on the budget.

**Alternatives:** The City Commission may approve, modify, table, or deny the request

**Recommendation:** City Staff recommends approving Change Order #01 to APAC-Kansas, Inc., decreasing the contract amount by \$32,428.57.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve Change Order #1 for decreasing the 2024 Street Maintenance Project in the amount \$32,428.57 to APAC-Kansas, Inc.

Commissioner \_\_\_\_\_seconded the motion.

**Enclosures:** Change Order #1 Agreement, Change Order #1 Justification, Payment Request #4

00430  
CHANGE ORDER

Order No. One (1)

Date: December 5, 2024

Agreement Date: July 11, 2024

Name of Project: 2024 Street Maintenance -- Junction City, Kansas

Owner: City of Junction City

Contractor: APAC-Kansas, Inc., Shears Div.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

See attached.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$1,582,283.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: -\$32,428.57

The new Contract Price including this CHANGE ORDER will be \$1,549,854.68

Change to CONTRACT TIME:

The CONTRACT TIME will be increased.

The date for completion of all work will be May 15, 2025.

Requested by: APAC-Kansas, Inc., Shears Div.

(Signature)

(Date)

Recommended by: Kaw Valley Engineering, Inc.

(Signature)

(Date)

Accepted by: City of Junction City

(Signature)

(Date)

END OF SECTION 00430

# Change Order No. 1 Justification

2024 Street Maintenance  
Junction City, Kansas

1. Additional work requested by the Owner/City:

## Paving side street radius returns on 6<sup>th</sup> Street

|                                                      |       |      |   |            |       |             |
|------------------------------------------------------|-------|------|---|------------|-------|-------------|
| HMA Commercial Grade (Class A)                       | 183   | Ton  | @ | \$286.05   | ..... | \$52,347.15 |
| Milling                                              | 3,461 | S.Y. | @ | \$4.45     | ..... | \$15,401.45 |
| Temporary Marking Tape Type 1 (Removable)            | 111   | STAL | @ | \$24.00    | ..... | \$2,664.00  |
| Temporary Marking Tape Type 2 (Foil Back)            | 111   | STAL | @ | \$7.00     | ..... | \$777.00    |
| Rock Excavation (includes filling area with topsoil) | 22    | C.Y. | @ | \$45.00    | ..... | \$990.00    |
| Vault Repair                                         | 1     | L.S. | @ | \$4,500.00 | ..... | \$4,500.00  |
| Additional Mobilization                              | 1     | L.S. | @ | \$3,500.00 | ..... | \$3,500.00  |

## 6<sup>th</sup> Street Pavement Markings

|                                             |        |      |   |            |       |             |
|---------------------------------------------|--------|------|---|------------|-------|-------------|
| Mobilization for Heartland Traffic Services | 1      | L.S. | @ | \$8,500.00 | ..... | \$8,500.00  |
| 4" Double Yellow Paint                      | 11,161 | L.F. | @ | \$0.63     | ..... | \$7,031.43  |
| 4" Solid White Paint                        | 3,270  | L.F. | @ | \$0.42     | ..... | \$1,373.40  |
| 12" Solid Thermoplastic                     | 2,088  | L.F. | @ | \$10.50    | ..... | \$21,924.00 |
| 24" Solid White Thermoplastic               | 563    | L.F. | @ | \$21.00    | ..... | \$11,823.00 |
| Turn Arrow Preformed                        | 11     | Each | @ | \$350.00   | ..... | \$3,850.00  |

Sub-Total for Additional Work .....\$134,681.43

# Change Order No. 1 Justification

2024 Street Maintenance  
Junction City, Kansas

## 2. Work removed from project:

|                                  |                                           |       |      |   |          |       |               |
|----------------------------------|-------------------------------------------|-------|------|---|----------|-------|---------------|
| Bid Item No. 13                  | Concrete Curb & Gutter, Combined          | 150   | L.F. | @ | \$35.00  | ..... | -\$5,250.00   |
| Bid Item No. 14                  | Sidewalk (Concrete) (4")                  | 75    | S.Y. | @ | \$72.00  | ..... | -\$5,400.00   |
| Bid Item No. 15                  | Sidewalk ADA Ramp                         | 75    | S.Y. | @ | \$185.00 | ..... | -\$13,875.00  |
| Bid Item No. 16                  | HMA Commercial Grade (Class A) (Patching) | 50    | Ton  | @ | \$344.40 | ..... | -\$17,220.00  |
| Bid Item No. 17                  | Valley Gutter (Concrete) (8")             | 100   | S.Y. | @ | \$120.00 | ..... | -\$12,000.00  |
| Bid Item No. 18                  | HMA Commercial Grade Surface (Class A)    | 700   | Ton  | @ | \$136.45 | ..... | -\$95,515.00  |
| Bid Item No. 19                  | Edge Mill (Asphalt)                       | 3,500 | S.Y. | @ | \$5.10   | ..... | -\$17,850.00  |
| Sub-Total for Removed Work ..... |                                           |       |      |   |          |       | -\$167,110.00 |

## 3. Must Be Completed Date extended to May 15, 2025 due to additional work.

Total for Change Order No. 4 .....-\$32,428.57

**CITY OF JUNCTION CITY, KANSAS**  
**Request for Payment**

Date: November 21, 2024 Page: 1 of 2

Request No.: Four (4) From: 10/19/2024 To: 11/21/2024 Project No.: A23D1375

Location: Junction City, Kansas

Contractor: APAC-Kansas Inc., Shears Div.

Improvement: 2024 Street Maintenance

| No.                                                                   | Item                                                  | Bid<br>Schedule<br>Quantity | Unit | Unit Price  | Contract<br>Price | Units<br>Completed | Value of<br>Work<br>Completed |
|-----------------------------------------------------------------------|-------------------------------------------------------|-----------------------------|------|-------------|-------------------|--------------------|-------------------------------|
| <b>Base Bid</b>                                                       |                                                       |                             |      |             |                   |                    |                               |
| <b>6th Street - Washington Street to Jackson Street</b>               |                                                       |                             |      |             |                   |                    |                               |
| <b>6th Street - Jackson Street to Eisenhower Drive</b>                |                                                       |                             |      |             |                   |                    |                               |
| 1.                                                                    | Mobilization                                          | 1                           | L.S. | \$70,032.85 | \$70,032.85       | 0.95               | \$66,531.21                   |
| 2.                                                                    | Traffic Control                                       | 1                           | L.S. | \$30,891.70 | \$30,891.70       | 0.95               | \$29,347.12                   |
| 3.                                                                    | Concrete Curb & Gutter, Combined                      | 1,400                       | L.F. | \$35.00     | \$49,000.00       | 4,941              | \$172,935.00                  |
| 4.                                                                    | Sidewalk (Concrete) (4")                              | 1,930                       | S.Y. | \$72.00     | \$138,960.00      | 1162.6             | \$83,707.20                   |
| 5.                                                                    | Sidewalk ADA Ramp                                     | 855                         | S.Y. | \$185.00    | \$158,175.00      | 246.82             | \$45,661.70                   |
| 6.                                                                    | HMA Commerical Grade (Class A) (Patching)             | 300                         | Ton  | \$287.00    | \$86,100.00       | 31.0               | \$8,897.00                    |
| 7.                                                                    | Valley Gutter (Concrete) (8")                         | 400                         | S.Y. | \$120.00    | \$48,000.00       | 910.10             | \$109,212.00                  |
| <b>Surfacing Items (Mill &amp; 2" Overlay)</b>                        |                                                       |                             |      |             |                   |                    |                               |
| 8.                                                                    | HMA Commercial Grade Surface (Class A)                | 3,525                       | Ton  | \$129.95    | \$458,073.75      | 3,535              | \$459,373.25                  |
| 9.                                                                    | HMA Commercial Grade Surface (Class A) (Level Course) | 100                         | Ton  | \$131.55    | \$13,155.00       | 30                 | \$3,946.50                    |
| 10.                                                                   | Mill (Asphalt)                                        | 29,500                      | S.Y. | \$3.00      | \$88,500.00       | 29,535             | \$88,605.00                   |
| 11.                                                                   | Manhole Adjustment                                    | 8                           | Each | \$1,146.60  | \$9,172.80        |                    | \$0.00                        |
| 12.                                                                   | Water Valve Adjustment                                | 14                          | Each | \$1,509.35  | \$21,130.90       |                    | \$0.00                        |
| <b>Option No. 1 16th Street - Jackson Street to Washington Street</b> |                                                       |                             |      |             |                   |                    |                               |
| <b>Common Items</b>                                                   |                                                       |                             |      |             |                   |                    |                               |
| 13.                                                                   | Concrete Curb & Gutter, Combined                      | 150                         | L.F. | \$35.00     | \$5,250.00        | 0                  | \$0.00                        |
| 14.                                                                   | Sidewalk (Concrete) (4")                              | 75                          | S.Y. | \$72.00     | \$5,400.00        | 0                  | \$0.00                        |
| 15.                                                                   | Sidewalk ADA Ramp                                     | 75                          | S.Y. | \$185.00    | \$13,875.00       | 0                  | \$0.00                        |
| 16.                                                                   | HMA Commerical Grade (Class A) (Patching)             | 50                          | Ton  | \$344.40    | \$17,220.00       | 0                  | \$0.00                        |
| 17.                                                                   | Valley Gutter (Concrete) (8")                         | 100                         | S.Y. | \$120.00    | \$12,000.00       | 0                  | \$0.00                        |
| <b>Surfacing Items (Mill &amp; 2" Overlay)</b>                        |                                                       |                             |      |             |                   |                    |                               |
| 18.                                                                   | HMA Commercial Grade Surface (Class A)                | 700                         | Ton  | \$136.45    | \$95,515.00       | 0                  | \$0.00                        |
| 19.                                                                   | Edge Mill (Asphalt)                                   | 3,500                       | S.Y. | \$5.10      | \$17,850.00       | 0                  | \$0.00                        |
| <b>Option No. 2 Clay Street - 5th Street to 14th Street</b>           |                                                       |                             |      |             |                   |                    |                               |
| <b>Common Items</b>                                                   |                                                       |                             |      |             |                   |                    |                               |
| 20.                                                                   | Concrete Curb & Gutter, Combined                      | 150                         | L.F. | \$35.00     | \$5,250.00        | 2,309              | \$80,815.00                   |
| 21.                                                                   | Sidewalk (Concrete) (4")                              | 75                          | S.Y. | \$72.00     | \$5,400.00        | 213                | \$15,336.00                   |
| 22.                                                                   | Sidewalk ADA Ramp                                     | 75                          | S.Y. | \$185.00    | \$13,875.00       | 205                | \$37,925.00                   |
| 23.                                                                   | HMA Commerical Grade (Class A) (Patching)             | 50                          | Ton  | \$344.40    | \$17,220.00       |                    | \$0.00                        |
| 24.                                                                   | Valley Gutter (Concrete) (8")                         | 100                         | S.Y. | \$120.00    | \$12,000.00       | 463                | \$55,560.00                   |
| <b>Surfacing Items (Mill &amp; 2" Overlay)</b>                        |                                                       |                             |      |             |                   |                    |                               |
| 25.                                                                   | HMA Commercial Grade Surface (Class A)                | 1,150                       | Ton  | \$133.65    | \$153,697.50      |                    | \$0.00                        |
| 26.                                                                   | Edge Mill (Asphalt)                                   | 5,600                       | S.Y. | \$4.55      | \$25,480.00       |                    | \$0.00                        |
| 27.                                                                   | Manhole Adjustment                                    | 9                           | Each | \$1,228.75  | \$11,058.75       |                    | \$0.00                        |

| No.                                                    | Item                                                 | Bid<br>Schedule<br>Quantity | Unit | Unit Price                           | Contract<br>Price       | Units<br>Completed | Value of<br>Work<br>Completed |
|--------------------------------------------------------|------------------------------------------------------|-----------------------------|------|--------------------------------------|-------------------------|--------------------|-------------------------------|
| <b>CHANGE ORDER NO. 1</b>                              |                                                      |                             |      |                                      |                         |                    |                               |
| <b>Paving side street radius returns on 6th Street</b> |                                                      |                             |      |                                      |                         |                    |                               |
|                                                        | HMA Commercial Grade (Class A)                       | 183                         | Ton  | \$286.05                             | \$52,347.15             | 183                | \$52,347.15                   |
|                                                        | Milling                                              | 3,481                       | S.Y. | \$4.45                               | \$15,401.45             | 3,481              | \$15,401.45                   |
|                                                        | Temporary Marking Tape Type 1 (Removable)            | 111                         | STAL | \$24.00                              | \$2,664.00              | 111                | \$2,664.00                    |
|                                                        | Temporary Marking Tape Type 2 (Foli Back)            | 111                         | STAL | \$7.00                               | \$777.00                | 111                | \$777.00                      |
|                                                        | Rock Excavation (includes filling area with topsoil) | 22                          | C.Y. | \$45.00                              | \$990.00                | 22                 | \$990.00                      |
|                                                        | Vault Repair                                         | 1                           | L.S. | \$4,500.00                           | \$4,500.00              |                    | \$0.00                        |
|                                                        | Additional Mobilization                              | 1                           | L.S. | \$3,500.00                           | \$3,500.00              | 1                  | \$3,500.00                    |
| <b>6th Street Pavement Markings</b>                    |                                                      |                             |      |                                      |                         |                    |                               |
|                                                        | Mobilization for Heartland Traffic Services          | 1                           | L.S. | \$8,500.00                           | \$8,500.00              | 1                  | \$8,500.00                    |
|                                                        | 4" Double Yellow Paint                               | 11,161                      | L.F. | \$0.63                               | \$7,031.43              | 11,161             | \$7,031.43                    |
|                                                        | 4" Solid White Paint                                 | 3,270                       | L.F. | \$0.42                               | \$1,373.40              | 3,270              | \$1,373.40                    |
|                                                        | 12" Solid Thermoplastic                              | 2,088                       | L.F. | \$10.50                              | \$21,924.00             | 2,088              | \$21,924.00                   |
|                                                        | 24" Solid White Thermoplastic                        | 563                         | L.F. | \$21.00                              | \$11,823.00             | 563                | \$11,823.00                   |
|                                                        | Turn Arrow Preformed                                 | 11                          | Each | \$350.00                             | \$3,850.00              | 11                 | \$3,850.00                    |
| <b>Bid Items Removed from Project</b>                  |                                                      |                             |      |                                      |                         |                    |                               |
| 13.                                                    | Concrete Curb & Gutter, Combined                     | -150                        | L.F. | \$35.00                              | <del>-\$5,250.00</del>  |                    | \$0.00                        |
| 14.                                                    | Sidewalk (Concrete) (4")                             | -75                         | S.Y. | \$72.00                              | <del>-\$5,400.00</del>  |                    | \$0.00                        |
| 15.                                                    | Sidewalk ADA Ramp                                    | -75                         | S.Y. | \$185.00                             | <del>-\$13,875.00</del> |                    | \$0.00                        |
| 16.                                                    | HMA Commercial Grade (Class A) (Patching)            | -50                         | Ton  | \$344.40                             | <del>-\$17,220.00</del> |                    | \$0.00                        |
| 17.                                                    | Valley Gutter (Concrete) (8")                        | -100                        | S.Y. | \$120.00                             | <del>-\$12,000.00</del> |                    | \$0.00                        |
| 18.                                                    | HMA Commercial Grade Surface (Class A)               | -700                        | Ton  | \$138.45                             | <del>-\$95,515.00</del> |                    | \$0.00                        |
| 19.                                                    | Edge Mill (Asphalt)                                  | -3,500                      | S.Y. | \$5.10                               | <del>-\$17,850.00</del> |                    | \$0.00                        |
|                                                        |                                                      |                             |      | Unused and Accepted Material on Hand |                         |                    | \$0.00                        |

Amount of  
Contract: \$1,549,854.68Value of Work Done &  
Materials on Hand: \$1,388,033.40Contract Time: MUST BE COMPLETED BYPercent to be Retained (5% or 10%): \$138,803.34Time Expired: November 27, 2024Other Deductions: Time Remaining: 0Previous Payments: \$449,416.0989.6% Complete as of this Request**TOTAL DEDUCTIONS:** \$588,219.43**Amount Due Contractor this Request:** \$799,813.97

Approved:

By: Kaw Valley Engineering, Inc.Date: 12/5/24

Accepted by Contractor:

By: APAC-Kansas Inc, Shears Div.Date: 12/06/24By: City ManagerDate: Date Request Approved by City Commission:

## **CITY COMMISSION MINUTES**

November 27, 2024

6:00 p.m.

### **CALL TO ORDER**

The Special Meeting of the Junction City Commission was held on Wednesday, November 27th, 2024 with Mayor Pat Landes presiding.

The following members of the Commission were present: Pat Landes, Ronna Larson, Jeff Underhill, Richard Pinaire, and Al Gordon. Staff present was: City Attorney Stites & City Clerk Diaz Lorenzo.

### **EXECUTIVE SESSION**

Executive Session to discuss matters regarding applicants for the position of City Manager and private or otherwise confidential information regarding said applicants was presented. Commissioner Underhill moved that the commission recess for an executive session to include the city attorney for 10 minutes at 6:00 p.m. to discuss matters regarding applicants for the position of City Manager and private or otherwise confidential information regarding said applicants. The justification for the executive session is to protect the privacy of the employee's personnel record and is provided by K.S.A. 75-4319(b)(1). The open meeting is to resume in this room at 6:10 p.m., seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried. Commissioner Underhill moved to return from executive session and to allow City Attorney Stites to negotiate employment with selected candidate, seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried.

### **ADJOURNMENT**

Commissioner Underhill moved, seconded by Commissioner Gordon to adjourn at 6:10 p.m. Ayes: Landes, Underhill, Pinaire, Larson, & Gordon. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 17TH DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY SPECIAL MEETING MINUTES FOR DECEMBER 27TH, 2024.

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Ariana Diaz Lorenzo, City Clerk

Pat Landes, Mayor

November 27, 2024



## **CITY COMMISSION MINUTES**

December 3, 2024

7:00 p.m.

### **CALL TO ORDER**

The scheduled meeting of the Junction City Commission was held on Tuesday, December 3rd, 2024 with Mayor Landes presiding.

The following members of the Commission were present: Pat Landes, Ronna Larson, Al Gordon, Richard Pinaire & Jeff Underhill. Staff present was: Interim City Manager Vernon, City Attorney Stites, City Clerk Diaz Lorenzo, City Finance Director Wilcox, & City Attorney Stites.

### **SPECIAL PRESENTATIONS**

Special Presentation by CEO Dani Hallgren with an update on the Konza Prairie Community Health Center.

### **PUBLIC COMMENT**

Desree Pettera, 3224 Old Highway 40, Junction Cit Kansas, discussed concern that concerns should be added as items on the agenda and concerns with the comprehensive plan and McFarland Circle.

### **CONSENT AGENDA**

Commissioner Underhill moved, seconded by Commissioner Pinaire to approve the consent agenda as presented. Ayes: Landes, Larson, Gordon, Underhill, & Pinaire. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-23 dated – November 19, 2024 – December 4, 2024, in the amount of \$536,371.90 and pre-approval for the items listed below in the amount of \$5,819.77.  
First Citizen's Bank \$4,266.35  
Bramlage Properties \$350.00  
Brightspeed \$1,203.42
- b. Consideration and approval of Cereal Malt Beverage licenses from January 1, 2025 – December 31, 2025.
- c. Consideration of the City Commission Minutes from the November 19th, 2024 Meeting.
- d. Consideration of the Special Meeting Minutes from the November 23rd, 2024 Meeting.

- e. Consideration of Payroll No. 22, No. 23, & No. 24.

## **NEW BUSINESS**

- a. Jordan McCann Director of Mainstreet discussed declaring 7th Street between Washington & Jefferson as the Art District of Downtown. Commissioner Pinaire moved to approve to declare 7th Street between Washington & Jefferson as the Art District of Downtown seconded by Commissioner Underhill. Ayes: Landes, Gordon, Underhill, Pinaire, & Larson. Nays: None. Motion carried.
- b. Jordan McCann Director of Mainstreet discussed the downtown banners. Commissioner Larson moved to approve banner agreement with the revision that Mainstreet will make decisions if there is conflict, seconded by Commissioner Underhill. Ayes: Landes, Gordon, Underhill, Pinaire, & Larson. Nays: None. Motion carried.
- c. Janna Williams, Regional Planner for the Flint Hills Regional Council (FHRC), Wendy Van Duyne, & Kaitlyn Woolard presented the Brownfield Assessment Coalition MOA and answered questions. Commissioner Gordon moved to approve the Brownfield Assessment Coalition MOA, seconded by Commissioner Pinaire. Ayes: Landes, Gordon, Pinaire, Underhill, & Larson. Nays: None. Motion carried.
- d. Public Works Director Ibarra gave details and answered questions on the maintenance of the City's sanitary sewer mains. Commissioner Gordon approved to approve to award sewer root treatment to Duke's Root Control in the amount of \$39,758.60, seconded by Commissioner Larson. Ayes: Landes, Gordon, Pinaire, Underhill, & Larson. Nays: None. Motion carried.
- e. Public Works Director Ibarra gave an update on the preparation for the 2024 NPDES MS4 Permit.
- f. Public Works Director Ibarra gave details and answered questions on the maintenance of the City's sanitary sewer mains Commissioner Underhill moved to approve to approve to award the sanitary sewer cleaning for Segment #3 to ACE Pipe Cleaning, Kansas City, MO in the amount of \$384,150, seconded by Commissioner Larson. Ayes: Landes, Pinaire, Underhill, Gordon, & Larson. Nays: None. Motion carried.
- g. Resolution No. R-3107, to commit to prioritizing & budgeting for replacement at the airport was presented. City Attorney Stites gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3107, to commit to prioritizing & budgeting for

replacement at the airport, seconded by Commissioner Pinaire. Ayes: Landes, Gordon, Pinaire, Underhill, & Larson. Nays: None. Motion carried.

h. Commission discussed chicken ordinance.

## **EXECUTIVE SESSION**

Commissioner Underhill moved that the Commission recess for an executive session to include the Interim City Manager & City Attorney for 12 minutes at 8:08 p.m. to discuss matters regarding applicants for the position of City Manager and private or otherwise confidential information regarding said applicants. The justification for the executive session is to protect the privacy of the employee's personnel record and is provided by K.S.A. 75-4319(b)(1). The open meeting is to resume in this room at 8:20 p.m., seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried. Commissioner Underhill moved to return from executive session where no actions were taken and no decisions were made, seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried.

Commissioner Underhill moved to extend a contract for the position of City Manager to Mr. Kim Zimmerman, seconded by Commissioner Gordon. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried.

## **ADJOURNMENT**

Commissioner Underhill moved, seconded by Commissioner Gordon to adjourn at 8:33 p.m. Ayes: Landes, Underhill, Gordon, Pinaire & Larson. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 17TH DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR DECEMBER 3RD, 2024.

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Ariana Diaz Lorenzo, City Clerk

Pat Landes, Mayor

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **HDR contract for well evaluation and design; and Update on the Water & Wastewater Projects.**

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**Objective:** Present contract for evaluation and design of well improvements and inform the City Commission on the progress status of the Water Plant and the Wastewater Plant Projects.

**Explanation of Issue:** Lisa O'Dell from HDR will present a contract for the evaluation, design and bidding support for well field improvements.

In addition, she will give an update on the Water Treatment Plant Phase 2 Progress and the Wastewater Treatment Plants Phase 2 Construction Progress.

**Enclosures:** HDR Service Authorization

**EXHIBIT B  
SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO. 32

CITY PROJECT: Well Field Modifications

**I. PROJECT DESCRIPTION:**

HDR Engineering (HDR) shall provide engineering support services to the City of Junction City, Kansas (City) to evaluate and design well field improvements that will restore the City's water supply classification to groundwater.

The Environmental Protection Agency (EPA) conducted an inspection of the City's water supply and treatment facilities in 2023 and identified four of the City's existing water supply wells as being potentially under the influence of surface water due to proximity to the Republican River. In coordination with the Kansas Department of Health and Environment (KDHE), HDR assisted the City with microscopic particulate analysis (MPA) testing of the four wells. The MPA testing showed that three of the wells, Wells #11, #13, and #14, are at moderate to high risk of being under the influence of surface water. The remaining well, Well #15, is currently being retested for wet weather conditions; testing of dry weather conditions indicate it has a moderate risk of being under the influence of surface water. After all testing is complete, the City anticipates KDHE will issue a written determination that three to four of the wells will be reclassified as groundwater under direct influence (GWUDI) of surface water, requiring either abandonment of the affected wells or treatment of the wells to surface water standards.

The City desires to make improvements within the well field to meet projected demands given the loss of capacity that will result from the four wells being reclassified as GWUDI. Evaluation of treatment of the wells to surface water treatment standards will not be evaluated. The following alternatives for replacing the capacity of the four wells will include:

- Relining of the existing GWUDI well with a smaller diameter casing and well screen to provide a top of screen elevation that is greater than 50 feet deep.
- Offsetting the existing GWUDI well, where feasible, to greater than 200 feet from any surface water sources.
- Constructing a new well southeast of the Water Treatment Plant to replace capacity of a GWUDI well.
- Abandonment of the existing GWUDI well.

For each GWUDI well, an alternative will be selected, and construction drawings will be prepared for the selected alternative. The scope and fee are based on the following assumptions:

- Wells #11, #13, and #14 will be offset. New flow meter/check valve vaults will be constructed at the new location.
- Well #15 will be relined in place or abandoned

II. Project Manager: Lisa O'Dell

III. Scope of Services to be Performed by CONSULTANT:

**Task 1 – Project Administration and Management**

Provide project management activities over the project duration, including planning, organizing, and monitoring of project team activities, schedule, and budget.

- Project initiation and project management plan to document project scope, schedule, budget, and procedures.
- Kickoff meeting with the City (virtual).
- Internal quality assurance reviews.
- Budget and invoice management; monthly progress report.
- Coordination and scheduling of internal resources.
- Monthly progress meetings with the City (up to 12 virtual meetings).

**Deliverables:**

- Invoices and progress reports.
- Meeting agendas and minutes.

**Task 2 – Well Field Evaluation**

The following tasks will be completed to evaluate replacement of the lost capacity of Wells #11, #13, #14, and #15.

- Summarize the depth and setback of all wells in the well field.
- Summarize the existing water rights of the well field.
- Summarize the existing reliable capacity of the well field with and without Wells #11, #13, #14, and #15. Consideration of drought aquifer levels, well condition, and the number of wells out of service for maintenance in determining firm capacity.
- Summarize the City's current maximum day water demands (12 years of historical maximum day water demand information using City/Veolia data of water delivered) and projected water demand. Water demand projections will be limited to developments the City has demand information for and will not include population projections due to growth of the community. The demand projections will be compared to the well field capacity to identify the water supply gap. A flow-based demand trigger for construction of Well #21 will also be identified.
- Meet with KDHE virtually to further understand requirements to avoid GWUDI for new wells or modifications of existing wells.
- Evaluate options to replace the capacity lost and meet expected water demands. For each option, the evaluation will include a projection of the water supply that can be obtained, a summary of the permitting requirements, an implementation schedule, and estimated construction costs. The options that will be evaluated are:
  - Relining a GWUDI well to provide a top of screen elevation that is greater than 50 feet deep.
  - Offsetting a GWUDI wells to greater than 200 feet from surface water sources. A well field site plan will be developed for this option.
  - Constructing a new well southeast of the Water Treatment Plant.
  - Abandoning the existing GWUDI well.
- Summarize the above tasks in a memorandum for the City's review.
- Meet with the City (virtual meeting) to review the memorandum, receive comments, and decide on selection alternative.

- Finalize the memorandum and submit to KDHE for review.
- Perform quality control review.
- Facilitate a virtual meeting with KDHE to review the memorandum and obtain comments.

**Deliverables:**

- Draft summary memorandum.
- Minutes from review meeting with City staff.
- Final summary memorandum.
- Minutes from review meeting with KDHE.

**Task 3 – Preliminary Design**

- Conduct a topographic and utility survey of the three (3) new well sites for Wells #11, #13, #14 as shown in attached survey extents.
- Develop necessary setbacks from onsite potential sources of contamination (surface water, sewer mains, etc.) and select new well sites.
- Conduct test hole drilling for up to three well sites:
  - Select two (2) locations for test hole drilling per well site. It is assumed test holes will be drilled to a depth of 65 feet.
  - Retain well driller and develop driller's work plan.
  - Collect wash-bore formation samples on 5-ft intervals.
  - Collect 2 split-spoon samples per test hole over the anticipated well screen interval.
  - Sieve size analysis conducted on samples collected over bottom half of the saturated thickness of each test hole.
  - Run electric logs in the boreholes.
  - HDR will provide a hydrogeologist for drilling oversight and formation logging.
  - Survey of the test hole locations.
- Preliminary Engineering Report:
  - Summary of test hole drilling and collected data.
  - Preliminary well design parameters including: borehole and well casing/screen diameters, depth setting of screen, gravel pack and well seal; screen slot-size and gravel pack gradation; maximum recommended pumping rates; well drilling and development methods; and aquifer testing protocol.
  - Design criteria for structural, process, site civil, instrumentation & control, and electrical including pump selection, electrical service requirements, and control philosophy. No buildings are anticipated.
  - Preliminary layout drawings for well location, well structure, flow meter and valve vaults, and raw water piping.
  - Summary of permitting requirements.
  - Develop an Engineer's Opinion of Probable Construction Cost (OPCC). The OPCC will be based on a AACE Class 4.
  - Update the implementation schedule.
- Perform quality control review.
- Submit the draft PER to the City.

- Review the draft PER with the City and address comments.
- Submit the final PER to KDHE and address their comments.

**Deliverables:**

- Draft Preliminary Engineering Report.
- Minutes from review meeting with City staff.
- Final Preliminary Engineering Report.

**Assumptions:**

1. The scope and fee are based on offsetting each of the four wells to be greater than 200 feet from surface water sources.
2. The well offsets will occur on property owned by the City. Therefore, a boundary survey and easement exhibits are not included.
3. The well design will be an elevated platform with vertical turbine pump. An enclosed well house will not be provided. If an enclosed well house is desired, it can be provided as additional services.
4. A generator was recently constructed at Well #13 under the WTP Improvements – Phase 2 project. It is assumed the generator will remain in its current location and modifications will be made to the platform to accommodate the demolition of the Well #13 platform.
5. New meter and valve vaults will be provided for Wells #11, #13, and #14. These wells recently had piping, flow meters, and other appurtenances inside the existing valve vaults replaced. To the extent possible, new infrastructure will be relocated and reused.

**Task 4 – Final Design**

- Develop 75% plans and specifications.
  - Drawings will include:
    - Cover and drawing list.
    - Abbreviations and symbology.
    - Survey and control.
    - General location and plan.
    - Well plan, section, and elevation data.
    - Well house and flow meter vault plan, electrical plan (1 per well).
    - Flow meter vault details.
    - Piping connection details.
    - Electrical one-line diagrams.
    - Electrical and instrumentation details.
  - Specifications will include:
    - Well construction, development, and testing.
    - Pump, piping, and other appurtenances.
    - Electrical, instrumentation, and controls.
    - Other specifications including concrete, earthwork, etc.
- Develop front-end bidding documents. It is assumed that bidding documents will be based on HDR standards, and the project will be non-SRF.
- Perform quality control review.
- Meet with the City to review the 75% contract documents and receive comments. One meeting is included.



- Address City's review comments and develop 100% drawings and specifications for permitting submittal.
- Update the Engineer's Opinion of Probable Construction Cost (OPCC). The OPCC will be based on a AACE Class 2.

**Deliverables:**

- 75% plans, specifications, and front-end documents
- 100% plans and specifications for permitting submittal

**Task 5 – Permitting**

- Kansas Department of Agriculture, Division of Water Resources permitting:
  - Complete an application to DWR to change the location of the point of diversion for the offset wells.
- Kansas Department of Health and Environment permitting:
  - Prepare a construction permit application to KDHE Submit permit application with 100% plans and specifications to KDHE.
  - Address KDHE's comments for the final bidding documents.

**Deliverables:**

- Permit application to DWR.
- Permit application to KDHE.
- Final bid plans and specifications incorporating KDHE review comments

**Assumptions:**

1. The DWR Topeka field office will process the water rights changes to the points of diversion.
2. It is assumed that since the wells are being completed in close proximity to the original well, that environmental reviews (USACE Section 404 and others) will not be required.

**Task 6 – Bidding**

HDR will support the City with procurement of a Contractor for construction of the well field modifications. It is assumed that the City will advertise, coordinate, receive and open the bids through their chosen plan room.

- Conduct pre-bid conference and prepare minutes.
- Provide interpretations and answer questions concerning the bidding documents as requested by prospective bidders.
- Develop addenda as appropriate to interpret, clarify, or expand the bidding documents in response to bidder questions. Up to two (2) addenda are included.
- Review and tabulate bids.
- Provide a recommendation of award letter.
- Develop conformed to addenda documents for execution by the City and successful bidder. Addenda will be bound with the issued-for-bid documents to form the conformed-to-addenda documents; the drawings and specifications will not be updated with addenda information.

**Deliverables:**

- Pre-bid conference meeting minutes.

- Up to two (2) addenda. One will be issued following the pre-bid conference and will contain the minutes and any changes that result from questions at the pre-bid meeting. An additional addendum will be issued following close of bidder questions.
- Recommendation of award letter.

Services not specifically described above are not included. The following additional services can be provided as an amendment if requested by the City:

- Boundary survey.
- Easement description development.
- Easement and/or property appraisal or acquisition.
- Geotechnical investigations.
- Potholing for existing utilities.
- Drawdown testing or other field testing of existing wells.
- Water quality analysis.
- Permitting fees.
- More extensive water rights permitting through the DWR Manhattan office.
- Environmental permitting including but not limited to USACE Section 404 permitting, Section 106 State Historical Preservation Office Archaeological/Cultural Resources permitting, and other state and federal permits.
- Construction phase services, including but not limited to shop drawing review, construction staking, construction observation and/or inspection, and materials testing.
- Operations and maintenance assistance.
- Asset management services.

#### IV. Time of Performance:

The scope and fee are based on an overall schedule of 12 months from the well field evaluation through bidding. A schedule based on Design NTP by September 1, 2024, is shown below. The schedule will be adjusted based on the actual NTP date.

- The draft well field evaluation memorandum will be submitted for City review within 60 calendar days of NTP.
- The draft preliminary engineering report (PER) will be submitted for City review within 90 calendar days from receipt of the City's comments on the well field evaluation memorandum and confirmation of the selected alternative.
- The 75% plans, specifications, and front-end documents will be submitted for City review within 90 days from receipt of City's comments on the PER.
- The 100% plans and specifications will be submitted to KDHE within 14 calendar days from receipt of City's comments on the 75% plans and specifications.

| Task                  | 2024 |   |   |   |   |   |   |   |   |   |   |   | 2025 |   |   |   |   |   |   |   |   |   |   |   |
|-----------------------|------|---|---|---|---|---|---|---|---|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---|
|                       | J    | F | M | A | M | J | J | A | S | O | N | D | J    | F | M | A | M | J | J | A | S | O | N | D |
| Well Field Evaluation |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Survey                |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Test Hole Drilling    |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Preliminary Design    |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Final Design          |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Permitting            |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |
| Bidding               |      |   |   |   |   |   |   |   |   |   |   |   |      |   |   |   |   |   |   |   |   |   |   |   |

- V. Compensation will be on a Time and Materials NTE basis. (Refer to Exhibit D for itemized man-hours, wage rates, reimbursable expenses)

BUDGET

Total Project Fee: \$429,987

CONSULTANT  
HDR ENGINEERING, INC. ("HDR")

By: Cory Imhoff

Its: Cory Imhoff

Title: Sr. Vice President

Date: Sep 26, 2024

APPROVED BY CITY OF JUNCTION CITY, KANSAS

\_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

Estimated Annual Sales

**HDR Engineering, Inc.**  
**2024 Hourly Billing Rates**  
**Effective through 12/31/2024**

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

| <b>Description</b>                                     | <b>Billing Rate/Hour</b> |
|--------------------------------------------------------|--------------------------|
| Technical Specialist II/Senior Project Manager III     | \$325                    |
| Technical Specialist I/Senior Project Manager II       | \$300                    |
| Senior Project Manager I                               | \$280                    |
| Project/Design Manager IV                              | \$235                    |
| Project/Design Manager III                             | \$210                    |
| Project/Design Manager II                              | \$185                    |
| Project/Design Manager I                               | \$165                    |
| Engineer/Architect/Designer VIII                       | \$275                    |
| Engineer/Architect/Designer VII                        | \$260                    |
| Engineer/Architect/Designer VI                         | \$235                    |
| Engineer/Architect/Designer V                          | \$205                    |
| Engineer/Architect/Designer IV                         | \$180                    |
| Engineer/Architect/Designer III                        | \$155                    |
| Engineer/Architect/Designer II                         | \$140                    |
| Engineer/Architect/Designer I                          | \$130                    |
| Cadd/BIM Manager                                       | \$225                    |
| Model Manager/Cadd/GIS Technician VI                   | \$195                    |
| Cadd/GIS Technician V                                  | \$175                    |
| Cadd/GIS Technician IV                                 | \$155                    |
| Cadd/GIS Technician III                                | \$140                    |
| Cadd/GIS Technician II                                 | \$115                    |
| Cadd/GIS Technician I                                  | \$100                    |
| Environmental/Water Quality Scientist/Modeler V        | \$250                    |
| Environmental/Water Quality Scientist/Modeler IV       | \$210                    |
| Environmental/Water Quality Scientist/Modeler III      | \$180                    |
| Environmental/Water Quality Scientist/Modeler II       | \$140                    |
| Environmental/Water Quality Scientist/Modeler I        | \$120                    |
| Survey Manager                                         | \$190                    |
| Construction Manager                                   | \$220                    |
| Survey Technician/Construction Inspector V             | \$185                    |
| Survey Technician/Construction Inspector IV            | \$160                    |
| Survey Technician/Construction Inspector III           | \$140                    |
| Survey Technician/Construction Inspector II            | \$120                    |
| Survey Technician/Construction Inspector I             | \$100                    |
| Public Involvement/Communications/Graphic Designer IV  | \$210                    |
| Public Involvement/Communications/Graphic Designer III | \$175                    |
| Public Involvement/Communications/Graphic Designer II  | \$150                    |
| Public Involvement/Communications/Graphic Designer I   | \$125                    |
| Engineering Support Staff III                          | \$165                    |
| Engineering Support Staff II                           | \$130                    |
| Engineering Support Staff I                            | \$105                    |
| Admin Assistant                                        | \$90                     |

**Direct Expenses**

|                          |                  |
|--------------------------|------------------|
| Personal Vehicle Mileage | CURRENT IRS RATE |
| Fleet Vehicle Mileage    | \$0.75/mile      |
| Printing                 | AT COST          |
| Travel                   | AT COST          |
| Subconsultants           | AT COST          |

# City of Junction City

## City Commission

### Agenda Memo

12-12-2024

**From:** Cory Odell, Captain  
**To:** Gerry Vernon, City Manager  
**Subject:** **Arpa Funds Request**

---

**Objective:** The Police Department seeks approval to purchase rifle sights, flashlights and slings and materials to renovate the Police Department breakroom and refresh the interior paint at the Police Department.

**Explanation of Issue:** The Junction City Police Department presented three projects for possible use of Arpa Funds and received approval to request quotes on the three projects. The first project is a upgrade to our Patrol Rifle Program in the purchase of new sights, flashlights, and slings to outfit 30 Police Department Patrol Rifles. These upgrades will help increase the ability to safely clear areas, improve accuracy and target identification, and securely transport the rifles. The department got three quotes from Clyde Armory (\$14,327.10), Primary Arms (\$15,381.56), and GT Distributors (\$16,174.50) and would recommend moving forward with the quote from Clyde Armory. The second project was a renovation of counter and cabinet space in the Police Department breakroom. The department was able to get a quote and layout design from Menards (\$15,000.00) that included all materials needed. I note I was unable to get comparable quotes from Lowes or Home Depot, but was able to confirm that individual item prices were similar for comparable items. The installation work will be completed by Police Department personnel and will not require labor costs. The third project is to refresh the paint around the interior of the Police Department. The department was able to gather three quotes for paint and materials from Home Depot-no color in paint (\$4049.98), Menards- color in paint (\$5609.21), and Lowes-no color in paint (\$4334.66). I note both Home Depot and Lowes would have extra costs of mixing colors into the paint. I would recommend that Menards be utilized for both Kitchen and Paint projects as it will decrease transportation time and also offers an 11% rebate if purchased in February 2025. I note I would also like to add a 10% contingency to each project in case of material cost rising or unavailability of specific materials. The total for all three projects is \$34,936.31 and total with a 10 percent contingency added would be \$38,429.94.

**Budget Impact:** These projects are being proposed as Arpa projects and would have no impact to the budget.

**Special Considerations:** None

**Alternatives:** The Commission may approve, deny or postpone this item.

**Recommendation:** Staff recommends the purchase of the requested items using Arpa Funds.

**Enclosures:** Pricing Quotes

**CHIEF OF POLICE**

Kirt D. Nichols

12/6/2024



210 East 9th Street  
Junction City, KS 66441  
(785) 762-5912  
FAX: (785) 762-3931

**POLICE DEPARTMENT****JCPD Kitchen price for Cabinets, Counters, Paint, Supplies.**

| <b>Description</b>              | <b>Price</b> | <b>QTY</b> | <b>Total</b>       |
|---------------------------------|--------------|------------|--------------------|
| APC-All Plywood Construction    | \$1,398.31   | (1)        | \$1,398.31         |
| G74M-Harbor Maple               | \$1,081.87   | (1)        | \$1,081.87         |
| Sink Base 36 BUTT               | \$499.35     | (1)        | \$499.35           |
| Base Pantry Pullout 9           | \$658.83     | (1)        | \$658.83           |
| ½-in-Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Base 36BUTT                     | \$673.21     | (1)        | \$673.21           |
| ½-in-Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Base 36BUTT                     | \$673.21     | (2)        | \$1,346.42         |
| Vanity Cabinet 331834 (BUTT)    | \$404.58     | (3)        | \$1,213.74         |
| ½-In Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Easy Reach 36L WSS              | \$1,045.11   | (1)        | \$1,045.11         |
| ½-In Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Wall Microwave Box 302118       | \$369.28     | (1)        | \$369.28           |
| ½-In Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Wall 3618BUTT                   | \$398.70     | (1)        | \$398.70           |
| ½-In Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Wall 4318                       | \$417.65     | (1)        | \$417.65           |
| Wall Microwave Box 302118       | \$369.28     | (1)        | \$369.28           |
| ½-In Finished Ends Both Plywood | \$0.07       | (1)        | \$0.07             |
| Base Filler                     | \$41.18      | (2)        | \$82.36            |
| Wood Matching Toe Kick          | \$34.64      | (4)        | \$138.56           |
| Standard-Drawer Front           | \$0.00       | (4)        | \$0.00             |
| CounterTops                     | \$3,802.85   |            | \$3,802.85         |
| CounterTop Install Kit          | \$45.48      | (1)        | \$45.48            |
| 3 Piece Small Square Table Set  | \$145.99     | (8)        | \$1,167.92         |
| Knob for Cabinets               | \$5.00       | (23)       | \$115.00           |
| Kitchen Faucet                  | \$60.39      | (1)        | \$60.39            |
| (2) Gallon Paint                | \$57.60      | (2)        | \$115.20           |
| <b>Grand Total</b>              |              |            | <b>\$15,000.00</b> |

\*Note installing ourselves\*





## Design Quote

| Store Information:                                                                            | Guest Information:                                                            |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 3278 - MANHATTAN<br>515 MCCALL ROAD<br>MANHATTAN, KS<br>MANHCabinetsAndAppliances@menards.com | Sinklier, Cynthia<br>314 Irish Dr<br>Chapman, KS 67431-8993<br>(785) 410-1876 |

### Design Details:

File Name: S:\Design\_Files\JCPDBreakRoom120624AS.xml  
Design ID: 327855916399  
Designer: 1988439  
Catalog: CARDELL DESIGNER COLLECTION  
Door Style: MP5 - LAKERIDGE MAPLE - FULL  
Finish: G74M - Harbor Maple %  
Date: 12/06/2024

### Cabinet Details:

CARDELL DESIGNER COLLECTION 4009760 STYLE: MP5 - LAKERIDGE MAPLE - FULL  
FINISH: G74M - Harbor Maple % APC - All Plywood Construction %  
FULL OVERLAY.  
DOOR STILE/RAIL SIZE = SOLID WOOD DOOR FRAME WITH 2 3/16" STILES AND RAILS.  
DOOR PANEL = SQUARE VENEER RECESSED PANEL ON WALL AND BASE.  
DRAWER FRONT = FIVE PIECE. CLASSIC SLAB DRAWER FRONT (CLDF) OPTION AVAILABLE.  
HINGE = CONCEALED.  
DECORATIVE HARDWARE IS REQUIRED - NOT INCLUDED.  
MAPLE - STRONG OFF-WHITE WOOD W/LT HUES OF YELLOW-BROWN, PINK, LIGHT TAN OR  
RED-TINGED STREAKS.  
LIMITED LIFETIME WARRANTY.





| QTY | USER CODE  | DESCRIPTION                               | PRICE EACH | TOTAL      |
|-----|------------|-------------------------------------------|------------|------------|
| 1   | APC        | APC - All Plywood Construction %          | \$1,398.31 | \$1,398.31 |
| 1   | G74M       | G74M - Harbor Maple %                     | \$1,081.87 | \$1,081.87 |
| 1   | SB36BUTT.W | Sink Base 36BUTT W                        | \$499.35   | \$499.35   |
| 1   | BPP19      | Base Pantry Pullout 9                     | \$658.83   | \$658.83   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | B36BUTT    | Base 36BUTT                               | \$673.21   | \$673.21   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | B36BUTT    | Base 36BUTT                               | \$673.21   | \$673.21   |
| 1   | B36BUTT    | Base 36BUTT                               | \$673.21   | \$673.21   |
| 1   | VC331834   | Vanity Cabinet 331834 {BUTT}              | \$404.58   | \$404.58   |
| 1   | VC331834   | Vanity Cabinet 331834 {BUTT}              | \$404.58   | \$404.58   |
| 1   | VC331834   | Vanity Cabinet 331834 {BUTT}              | \$404.58   | \$404.58   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | EZR36L.WSS | Easy Reach 36L WSS                        | \$1,045.11 | \$1,045.11 |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | WMB302118  | Wall Microwave Box 302118                 | \$369.28   | \$369.28   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | W3618BUTT  | Wall 3618BUTT                             | \$398.70   | \$398.70   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | W4318      | Wall 4318                                 | \$417.65   | \$417.65   |
| 1   | WMB302118  | Wall Microwave Box 302118                 | \$369.28   | \$369.28   |
| 1   | ATT-HFPEB  | 1/2-in Finished Ends Both All Plywood ... | \$0.07     | \$0.07     |
| 1   | BF3        | Base Filler 3 {Base}                      | \$41.18    | \$41.18    |
| 1   | BF3        | Base Filler 3 {Base}                      | \$41.18    | \$41.18    |
| 4   | WMTK8      | Wood Matching Toe Kick                    | \$34.64    | \$138.56   |
| 4   | STANDARD   | STANDARD - Drawer Front                   | \$0.00     | \$0.00     |

Wood shift, visible joint lines or exposure to tobacco smoke is not a reason for replacement.  
 Natural wood characteristics like gum pockets, streaks & pin knots may be visible through finish.  
 I have seen a sample, and understand the unique characteristics of my finish.

PRE-TAX TOTAL: \$9,693.16

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE CUSTOMER WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by customer and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE CUSTOMER. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

245 <sup>1</sup>/<sub>2</sub>"

96"

BF

VC331834

VC331834

VC331834

33"

33"

33"

109 <sup>1</sup>/<sub>2</sub>"

36"

EZR36L.WSS

All dimensions .size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

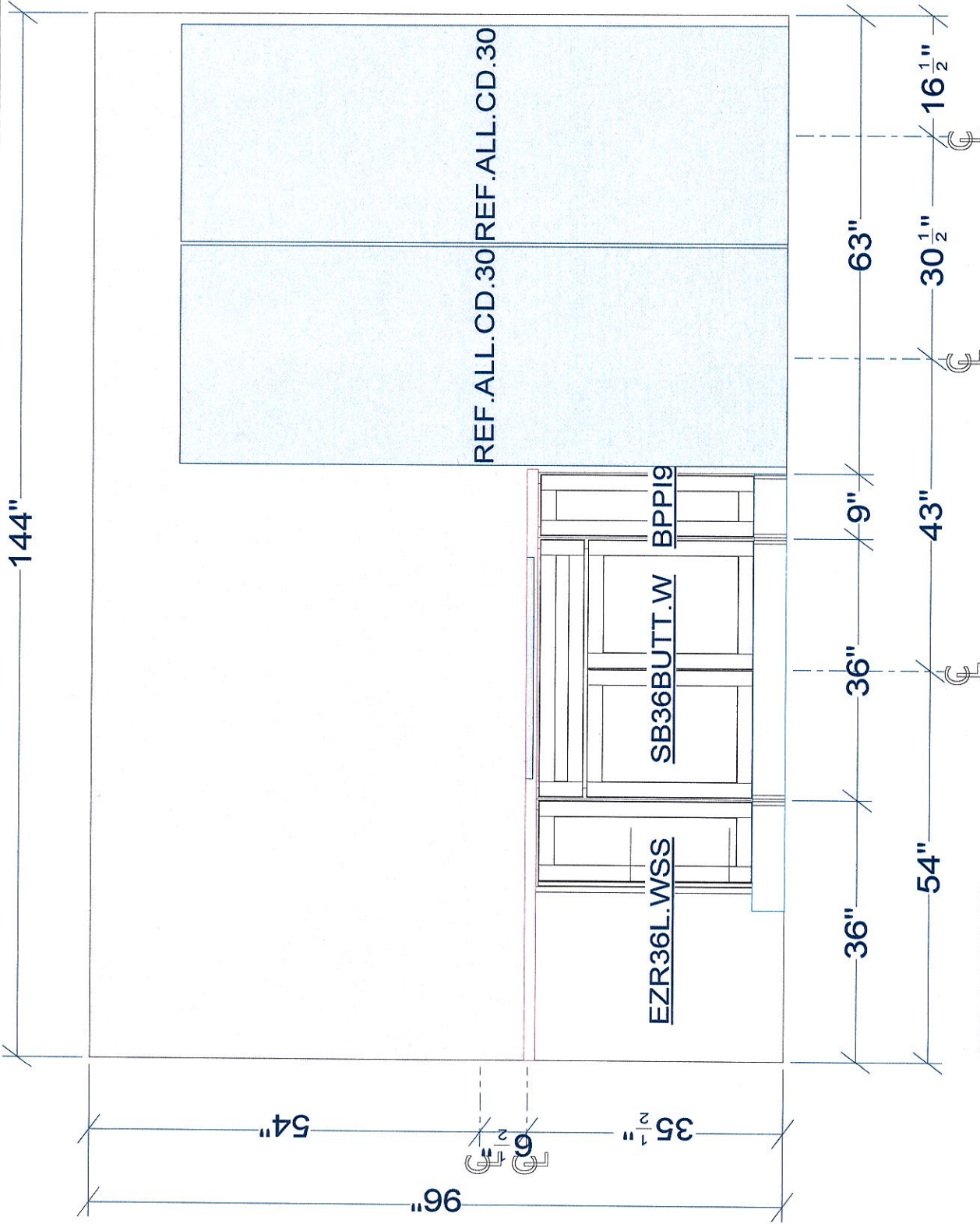
This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

Designed: 12/6/2024  
Printed: 12/6/2024

JCPDBreakRoom120624AS.kit

El 1

Drawing #: 1 No Scale.



All dimensions \_size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

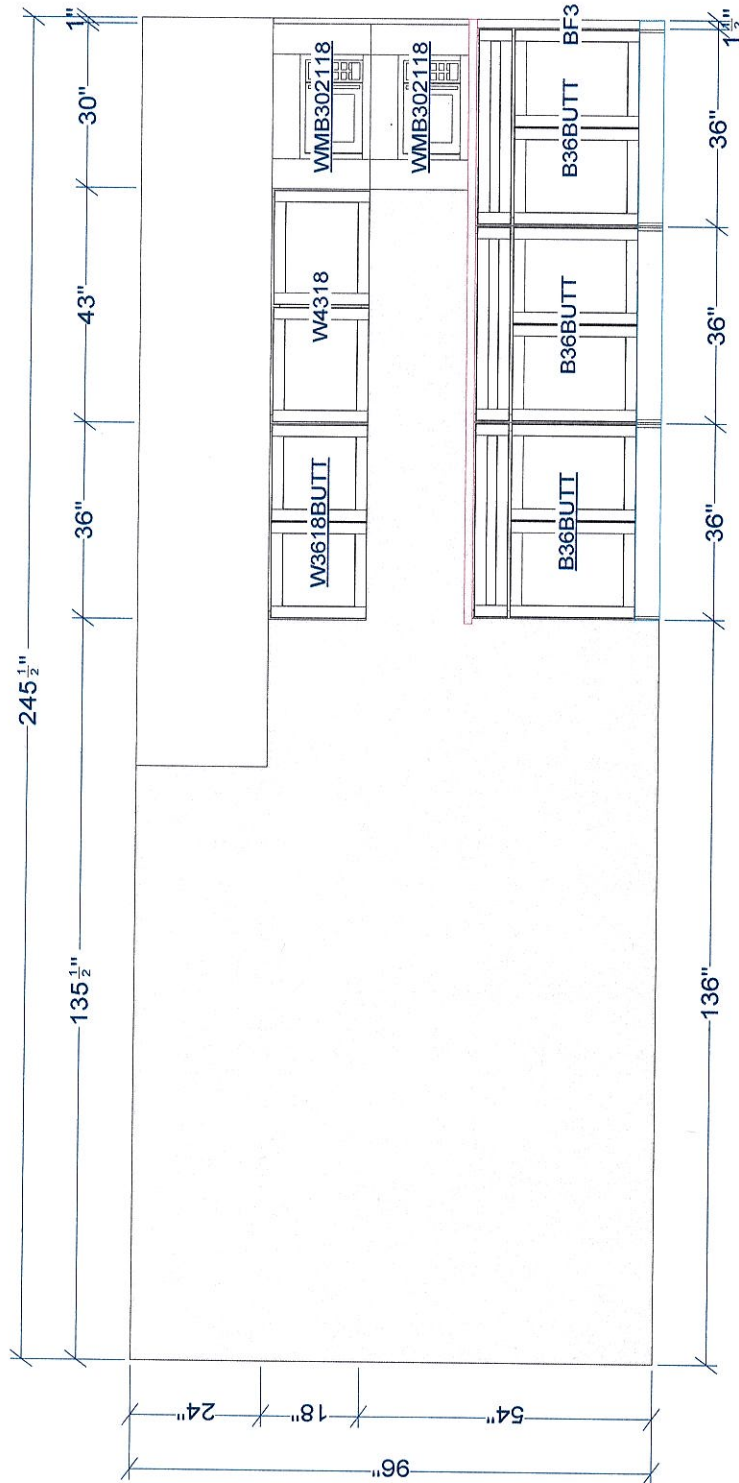
This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

Designed: 12/6/2024  
Printed: 12/6/2024

JCPDBreakRoom 120624AS.kit

EI 2

Drawing #: 1 No Scale.



All dimensions \_size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

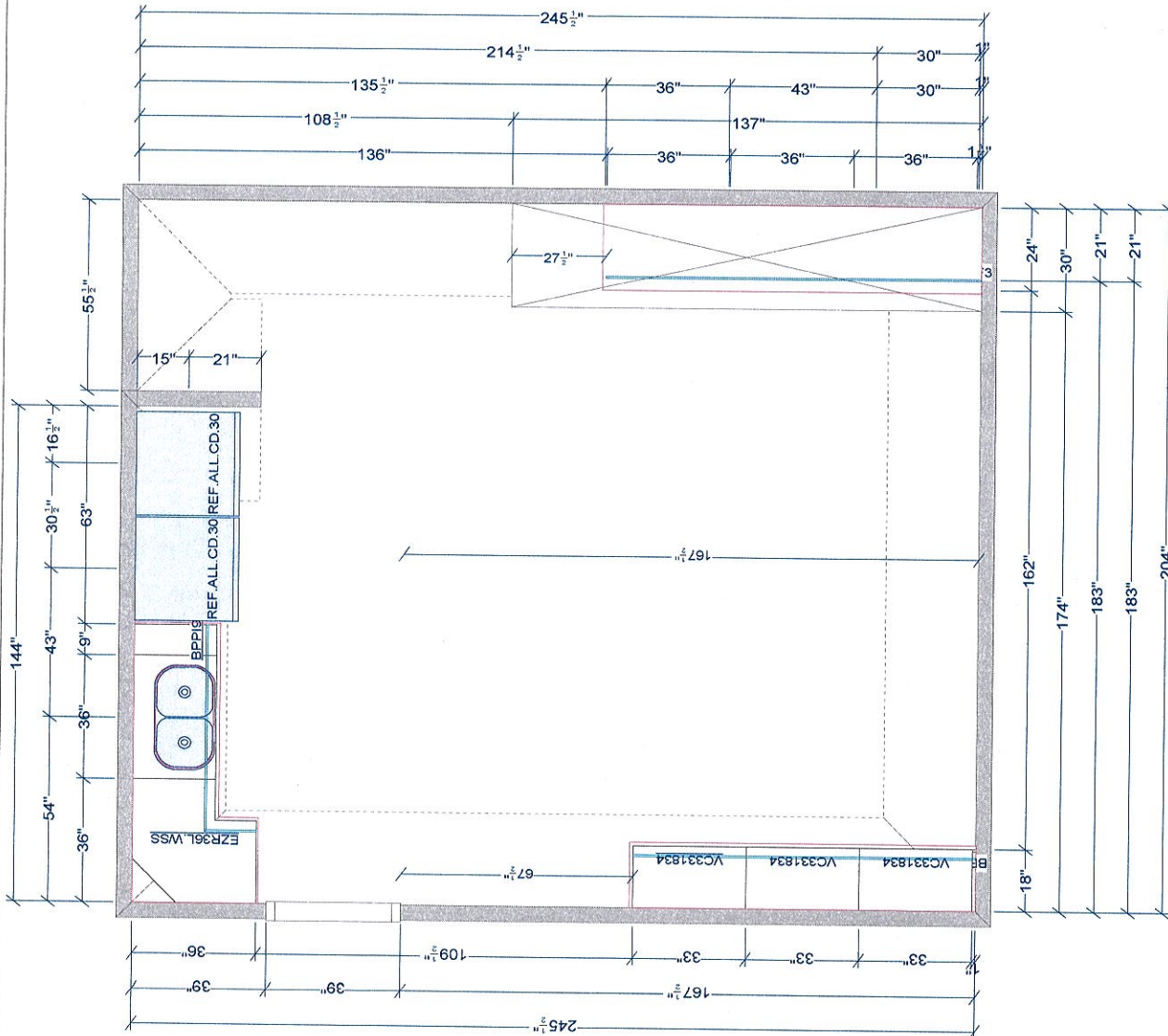
Designed: 12/6/2024  
Printed: 12/6/2024

JCPDBreakRoom120624AS.kit

EI 4

Drawing #: 1 No Scale.





\*\*\* BEFORE PURCHASING \*\*\*  
 All final selections, sizes, and room measurements are to be VERIFIED BY THE CUSTOMER. Depending upon what is available in the catalogs, the final layout could vary compared to a provided drawing.

\*\*\*IMPORTANT ADD-ONS\*\*\*  
 Back panels, moldings, fillers, and finished ends are NOT automatically included. The CUSTOMER is to review and VERIFY the final drawings / quote list for additional finishing material. These are not always required.

\*\*\* UPON PURCHASING \*\*\*  
 The ETA date listed on your Menards Special Order contract is subject to change per the vendor.  
 This initial date is an ETA to the delivery cross dock.  
 Once your order is allocated with them, they will call to set up the FINAL DELIVERY date.

From the DELIVERY DATE, you have 30 DAYS to report any MISSING or DAMAGED items. Failure to notify Menards or Cabinetworks Group in a timely manner may result in reorder charges.

ORIGINAL DESIGNER:  
 ORIGINAL DATE:

BRAND:  
 CONSTRUCTION:  
 WOOD / DOOR / FINISH:  
 DRAWER STYLE (STANDARD OR DLX):

UPDATED BY:  
 UPDATED DATE:

UPDATED NOTES:

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

2020

Designed: 12/6/2024  
 Printed: 12/6/2024

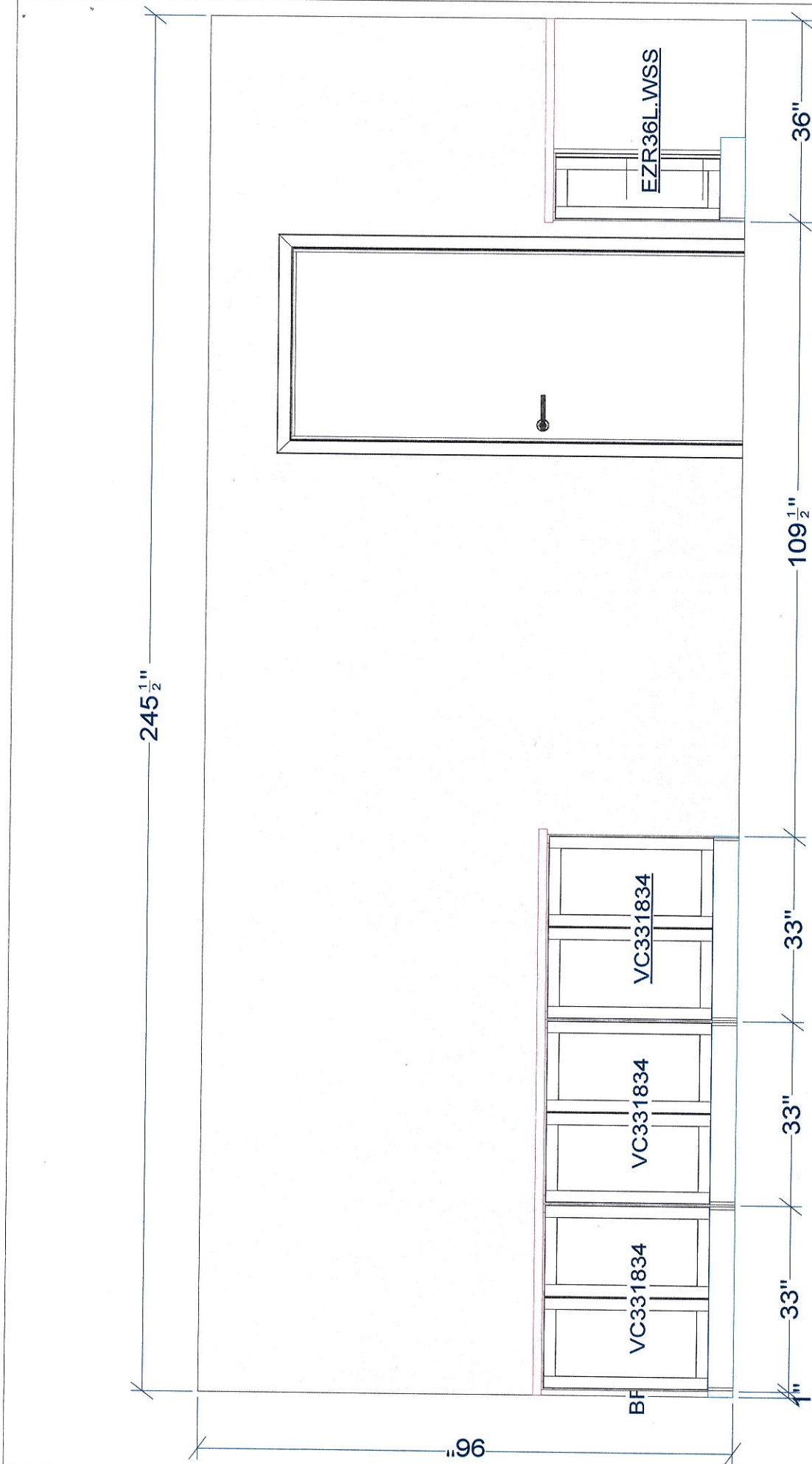
All dimensions size designations given are subject to verification on job site and adjustment to fit job conditions.

JCPDBreakRoom120624AS.kit

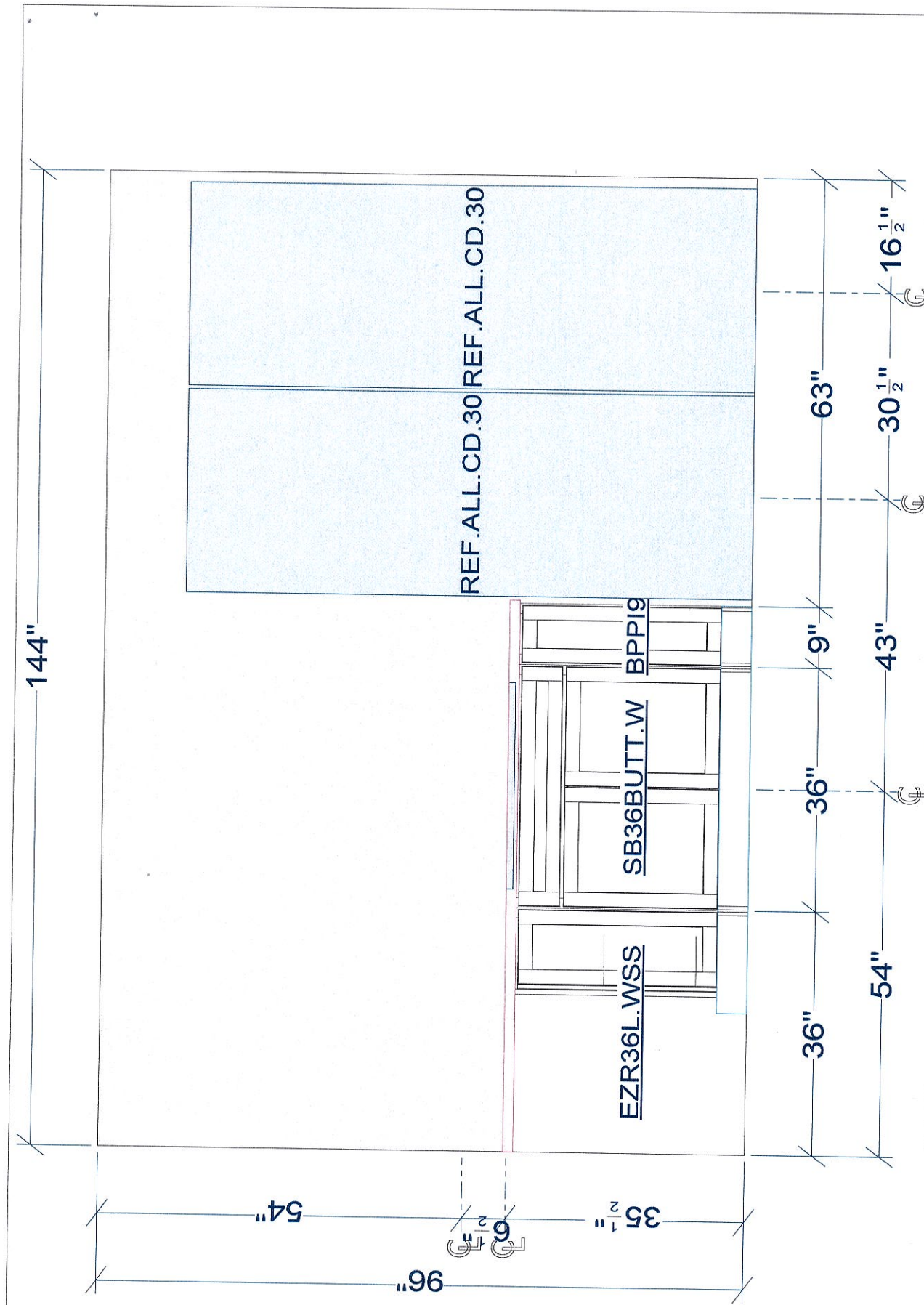
All

Drawing #: 1

No Scale.

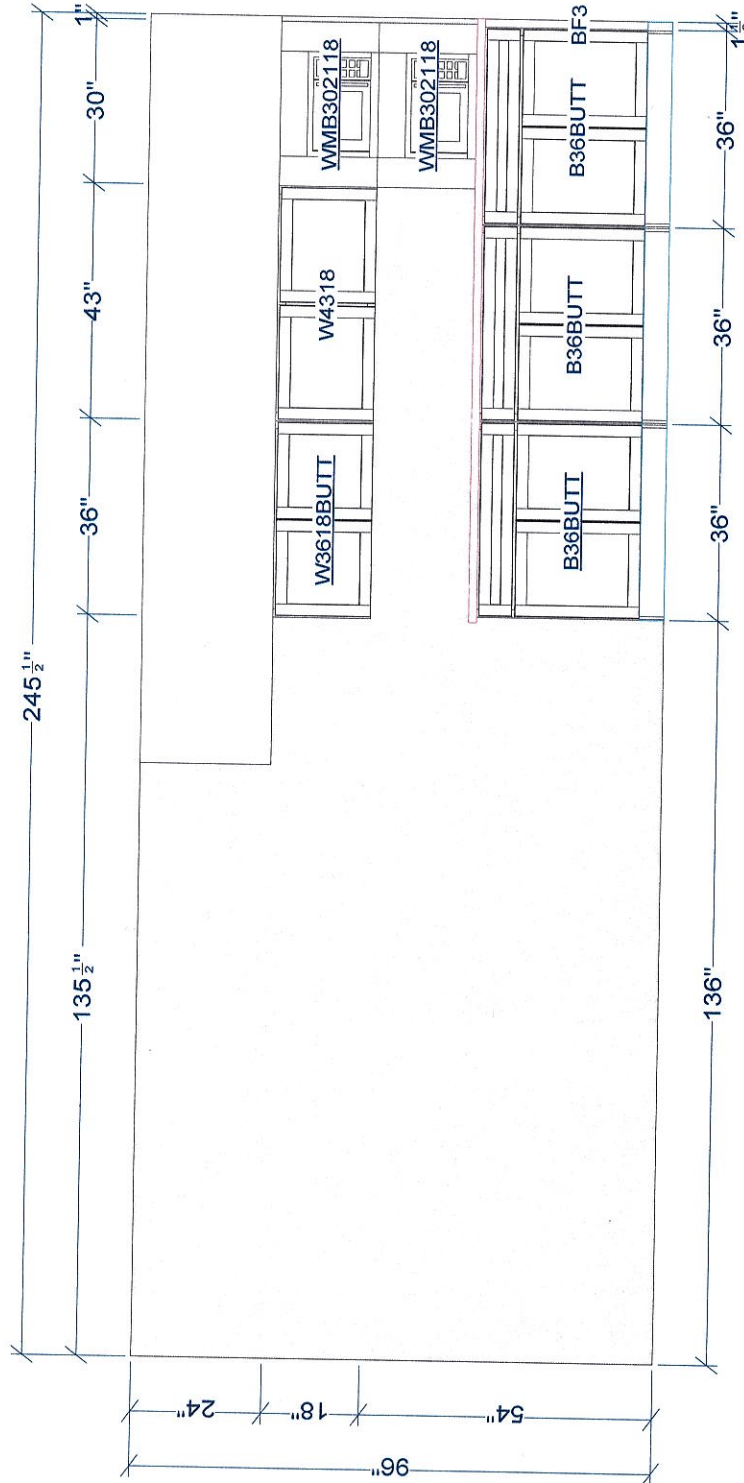


|                                                                                                                              |             |                                                                                                                               |                                                   |
|------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <p>All dimensions .size designations given are subject to verification on job site and adjustment to fit job conditions.</p> | <p>2020</p> | <p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p> | <p>Designed: 12/6/2024<br/>Printed: 12/6/2024</p> |
| <p>JCPDBreakRoom120624AS.kit</p>                                                                                             | <p>EI 1</p> | <p>Drawing #: 1</p>                                                                                                           | <p>No Scale.</p>                                  |



|                                                   |                                                                                                                               |                                  |                                                                                                                              |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <p>Designed: 12/6/2024<br/>Printed: 12/6/2024</p> | <p>This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.</p> | <p>2020</p>                      | <p>All dimensions -size designations given are subject to verification on job site and adjustment to fit job conditions.</p> |
| <p>Drawing #: 1 No Scale.</p>                     | <p>E1 2</p>                                                                                                                   | <p>JCPDBreakRoom120624AS.kit</p> | <p></p>                                                                                                                      |





All dimensions -size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

Designed: 12/6/2024  
Printed: 12/6/2024

JCPDBreakRoom120624AS.kit

E1 4

Drawing #: 1 No Scale.



Menards  
Counter tops

Date: Dec 6, 2024, 2:07:25 PM  
Design ID: 327855917376  
Project Name: QUARTZ - COTTON  
Total Price: \$2,962.85

\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.



#### How to Recall a Saved Design:



1. On Menards.com and enter "Design & Buy" in the search bar.
2. Select the Countertops designer.
3. Recall your design by entering Design ID: 327855917376
4. Follow the on screen purchasing instructions.

#### How to purchase at the Store:

1. Enter Design ID: 327855917376 at the Design-It Center Kiosk.
2. Follow on-screen purchasing instructions.

#### Countertops

"D" series

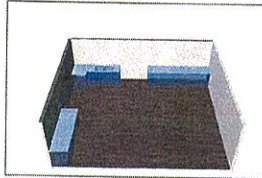
Price: ~~\$3,242.85~~ Sale Price: \$2,962.85



Color: Cotton  
Material: Quartz



Edge Profile: Double Roundover



sale  
thru  
12th

Note: This 3D rendering is meant to represent the general appearance of the design. Actual design may vary from what is pictured. Color shows approximate tone. Color of actual product will vary from what is pictured due to differences in printing and resolution.



Sink:  
Tuscany® Forden® Dual Mount 33" Stainless  
Steel 1-Hole Double Bowl Kitchen Sink

Installation Kit: ☒ Template Included: ☒

"D" series color

\$3,966.85  
Sale

Regular

3802.85

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically stated otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIED ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than prices, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF VARIOUS UNPREDICTABLE CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

**CHIEF OF POLICE**

Kirt D. Nichols

12/6/2024



210 East 9th Street  
Junction City, KS 66441  
(785) 762-5912  
FAX: (785) 762-3931

**POLICE DEPARTMENT****JCPD price for painting of building.**

| <b>Description</b>       | <b>Price</b> | <b>QTY</b> | <b>Total</b>      |
|--------------------------|--------------|------------|-------------------|
| Paint Brushes Sets       | \$21.99      | (3)        | \$109.95          |
| Paint W/Primer 5 Gallons | \$288.00     | (15)       | \$4,320.00        |
| Clear Clothes            | \$6.99       | (10)       | \$69.90           |
| Painters Tape(3pk)       | \$14.99      | (25)       | \$374.75          |
| Master Caulk Gun         | \$29.99      | (1)        | \$29.99           |
| Caulking                 | \$10.77      | (10)       | \$107.70          |
| Spackle (3.5L)           | \$29.99      | (1)        | \$29.99           |
| Putty Knife              | \$9.99       | (5)        | \$49.95           |
| Edge Roller (Wagner)     | \$21.99      | (5)        | \$109.95          |
| Paint Roller (Wagner)    | \$49.99      | (5)        | \$249.95          |
| Paint Sponge (Wagner)    | \$5.47       | (15)       | \$82.05           |
| Sandpaper                | \$4.99       | (10)       | \$49.99           |
| Paint Cup                | \$4.99       | (5)        | \$24.95           |
| <b>Grand Total</b>       |              |            | <b>\$5,609.21</b> |

\*Note painting ourselves\*



Manhattan 9PM 66502

What can we help ...



Manhattan 9PM 66502

[Shop All Services](#) [DIY](#) [Log In](#)

# CART (111)

[Remove All Items](#)[Share](#)**Total: \$4,049.98**[Checkout](#)

There's a problem with your cart. Please correct any errors indicated below and try again.  
[View errors](#)

## Pickup and delivery options

Choose an option to change all items in your cart (if available)

[Pickup](#)[Delivery](#)

## Cart Errors

(2 items)

Your store has only 13 in stock. Please reduce the quantity, check nearby pickup stores, or change your fulfillment to proceed.



6 in. x 3/8 in. High-Density Foam Mini Paint Roller (2-Pack)

Nap Size/Thickness (in.): 3/8

Product Width (in.): 4.5 in

Package Quantity: 2

**\$89.55**

(\$5.97/item)

Pickup at [Manhattan](#)Delivering to [66502](#)

### Pickup

Today  
13 in stock**FREE**

### Delivery

Monday, Dec 16  
17 available**FREE**

Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#)[Save to List](#)[Remove](#)

Your store has only 9 in stock. Please reduce the quantity, check nearby pickup stores, or change your fulfillment to proceed.

This item is non-returnable.



-

15

+

**BEHR PREMIUM PLUS**  
5 gal. Ultra Pure White Semi-Gloss Enamel Low Odor Interior Paint & Primer

Brand Name: **BEHR PREMIUM PLUS**  
Container Size: **5 Gallon**  
Paint Type: **Interior Paint**  
Sheen: **Semi-Gloss**

**\$2,640.00**  
(\$176.00/item)

Pickup at [Manhattan](#) Delivering to [66502](#)

**Pickup**

Today

9 in stock

**FREE**

**Delivery**

Dec 24 - Dec 30

987 available

Get it as soon as tomorrow. Schedule your delivery in checkout.

☐ **Need a painter?**  
Request a painter through Pro Referral  
[Learn More](#)

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Pickup

Manhattan (8 items)



-

10

+

**HDX**  
9 ft. x 12 ft. 0.7 mil Plastic Drop Cloth

Drop Cloth Width (ft.): 12  
Package Quantity: 1  
Drop Cloth Length (ft.): 9

**\$25.30**  
(\$2.53/item ~~\$2.98~~)  
**Save 15%**

**Get Bulk Pricing of \$2.53 on this item when you purchase at least 3 units.**

Pickup at [Manhattan](#) Delivering to [66502](#)

**Pickup**

Today

109 in stock

**FREE**

**Delivery**

Today

155 available

Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#) [Save to List](#) [Remove](#)





3M

ScotchBlue 1.41 In. x 60 Yds. Original Multi-Surface Painter's Tape (4 Rolls)

\$479.52  
(\$19.98/item)

Number of Rolls Included: 4

Tape Width (in.): 1.41

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Ship to Store**

Dec 13 - Dec 17  
81 available

**FREE**

**Delivery**

Saturday, Dec 14  
81 available

**FREE**

Multi-Surface

1.41"  
4 rolls

24

[Save for Later](#)

[Save to List](#)

[Remove](#)

Feedback

**Husky**

10 oz. Heavy-Duty High Leverage Drip Free Caulk Gun

\$19.98

Maximum Tube Capacity (oz.): 10 oz

Pack Size: 1



Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

Today  
44 in stock

**FREE**

**Delivery**

Saturday, Dec 14  
149 available

**FREE**

1

Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)

**DAP**

DryDex 128 oz. Dry Time Indicator Spackling Paste

\$34.98

Pack Size: 1

Product Size (oz.): 128 oz

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

Today  
4 in stock

**FREE**

**Delivery**

Today  
7 available

1

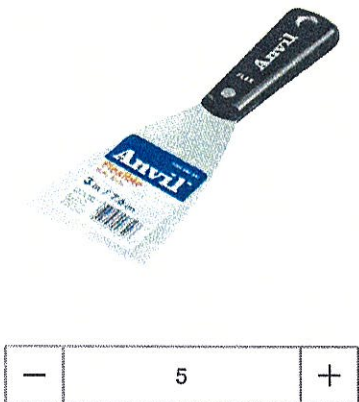
Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)





**Anvil**  
3 in. Flexible Steel Putty Knife  
Blade Width (in.): 3  
Blade Stiffness: **Flexible**

**\$49.90**  
(\$9.98/item)

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

**Today**  
9 in stock

**FREE**

**Delivery**

**Today**  
15 available

**Get it as soon as today.** Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)



**Wooster**  
1 in. Thin Angle, 1-1/2 in. Angle, 2 in. Flat Polyester Brush Set  
Model #0052390000

**\$126.45**  
(\$25.29/item)

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Ship to Store**

**Dec 17 - Dec 19**  
41 available

**FREE**

**Delivery**

**Dec 18 - Dec 19**  
41 available

**FREE**



Limit 5 per order

[Save for Later](#)

[Save to List](#)

[Remove](#)



**3M**  
Pro Grade Precision 3 2/3 in. x 9 in. Fine 220-Grit Sheet Sandpaper (6-Sheets/Pack)  
Number of Sheets: 6  
Grit x Sanding Grade: **220 - Fine**

**\$66.80**  
(\$6.68/item)

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

**Today**  
31 in stock

**FREE**

**Delivery**

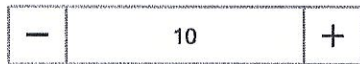
**Today**  
31 available

**Get it as soon as today.** Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)





**HANDY**  
1/2 PT. COLLAPSIBLE PAINT CUP  
Model #1700

**\$29.90**  
(\$5.98/item)

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

Today  
**24** in stock  
**FREE**

**Delivery**

Today  
**24** available

Get it as soon as today. Schedule your delivery in checkout.

[Save for Later](#)

[Save to List](#)

[Remove](#)

**Delivery**

Delivering to [66502](#) (2 items)

Your Delivery Cost: **FREE**



**GE**  
Advanced Silicone 2 Caulk 10.1 oz Kitchen and Bath Sealant White  
Individual size (oz.): **10.1 oz**  
Color/Finish: **White**  
Number of Tubes Included: 1

**\$109.80**  
(\$10.98/item)

**Get Bulk Pricing of \$9.88 on this item when you purchase at least 24 units.**

Pickup at [Manhattan](#)

Delivering to [66502](#)

**Pickup**

Today  
**53** in stock  
**FREE**

**Delivery**

Saturday, Dec 14  
**653** available  
**FREE**

Order within **3 hrs 48 mins** to get it by **Sat, December 14**

Get it as soon as today. Schedule your delivery in checkout.

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**Ships Every:**

3 Months (Most Common)

[Save for Later](#)

[Save to List](#)

[Remove](#)





**Wagner**  
PaintStick EZ Roller with Inner Feed 9 in. Roller and 20 Oz. Handle Capacity

**\$377.80**  
(\$37.78/item)

Product Width (in.): 9.25 in

Pickup at [Manhattan](#)

Delivering to [66502](#)

### Ship to Store

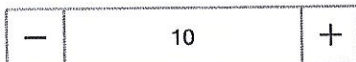
Dec 16 - Dec 17  
16 available

**FREE**

### Delivery

Tuesday, Dec 17  
16 available

**FREE**



[Save for Later](#)

[Save to List](#)

[Remove](#)



## Recently Viewed



**3M**  
Pro Grade Precision 3  
2/3 in. x 9 in. Fine 220-  
Grit Sheet Sandpaper  
(6-Sheets/Pack)

★★★★★ (4.6 / 1325)

**\$6<sup>68</sup>** /package

[Add to Cart](#)



**BEHR PREMIUM PLUS**  
5 gal. Ultra Pure White  
Semi-Gloss Enamel  
Low Odor Interior Paint  
& Primer

★★★★★ (4.5 / 14222)

**\$176<sup>00</sup>**

[Add to Cart](#)



**Custom**  
Quartz Countertop

★★★★★ (4.1 / 16874)

Starting at  
**\$59<sup>00</sup>** /square foot

[Build and Buy](#)



**Hampton Bay**  
Avondale 30 in. W x 12  
in. D x 18 in. H Ready  
to Assemble Plywood  
Shaker Microwave Wall  
Kitchen Cabinet in...

★★★★★ (4.5 / 10)

**\$149<sup>00</sup>**

[Add to Cart](#)



**Hampton Bay**  
36 in. W x 12 in. D x 36  
in. H Assembled Wall  
Kitchen Cabinet in  
Unfinished with  
Recessed Panel

★★★★★ (4.1 / 1362)

**\$155<sup>00</sup>**

[Add to Cart](#)

< 1/1 >

## Customers Also Purchased...



**HANDY**  
1 QT. PAINT PAIL  
LINERS (6-PACK)

★★★★★ (4.5 / 580)

**\$4<sup>78</sup>** (80¢ /liner)

[Add to Cart](#)

Best Seller



21 in. Wood Paint Stick  
for 5 Gallon (3-Pack)

★★★★★ (4.7 / 490)

**\$1<sup>48</sup>**

[Add to Cart](#)

Best Seller



9 in. Plastic Tray Liner  
(10-Pack)

★★★★★ (4.7 / 2712)

**\$6<sup>98</sup>** (70¢ /liner) Was \$7.97

[Add to Cart](#)



Can And Bottle Opener

★★★★★ (4.7 / 175)

**68¢**

[Add to Cart](#)

Top Rated



9 in. Metal Paint Roller  
Tray

★★★★★ (4.6 / 804)

**\$3<sup>98</sup>**

[Add to Cart](#)



**HDX**  
9 ft. x 12 ft. Clear  
Plastic Drop Cloths (6-  
Pack)

★★★★★ (4.6 / 2722)

**\$11<sup>78</sup>** (\$1.96 /unit)

[Add to Cart](#)



## Loading Recommendations

1/4 >

## Loading Recommendations

### Your Order

Subtotal

Page 101 of 409  
\$2,094.49

|                                      |             |
|--------------------------------------|-------------|
| <b>Savings</b>                       |             |
| Delivery                             | <b>FREE</b> |
| Pickup                               | <b>FREE</b> |
| Sales Tax (determined in later step) | ---         |

**Total** **\$4,049.98**

Have a Promo Code? 

\* Delivery fees are calculated at the lowest rate available. Other delivery options may be available in checkout.

[Checkout](#)

Or

**rayru**

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## Get Up to \$100 Off

Get a Home Depot Credit Card and receive **\$25 off** your qualifying purchase of \$25+, **\$50 off** purchases \$300+, or **\$100 off** orders over \$1000. 

[Apply Now](#)

|                  |                   |
|------------------|-------------------|
| Item Total       | <b>\$4,049.98</b> |
| Savings          | -\$100.00         |
| <b>New Total</b> | <b>\$3,949.98</b> |

## Let Us Know if You Need Help

See our [Online FAQs](#) or phone us:

Online Customer Support: [1-800-430-3376](tel:1-800-430-3376)

Custom Blinds: [1-800-658-7320](tel:1-800-658-7320)

Call 7 days a week - 6 a.m. to 2 a.m. EST

 [Download Our App](#)

## Shop Our Brands



## How can we help?

Call 1-800-466-3337 | Text 38698







What can we help you find?



Shop All Holiday Decorations Appliances Bathroom Building Supplies Flooring Lighting Outdoor Tools Plumbin

Fayetteville Lowe's 9 PM 72703



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## Cart (107)

[Email Cart](#) [Empty Cart](#)



Availability issue. See item(s) below.

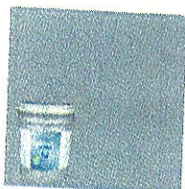
[View Item\(s\)](#)

### Pickup at [Fayetteville Lowe's](#) (62)



Only 2 available for Pickup. Lower quantity or select a new Delivery method.

[Swap with Similar Item](#)



**Valspar - Ultra Eggshell Winter Flannel 4007-1c Latex Interior Pain...**

Item #935303

Model #4007-1C-935303

Pickup Unavailable

[Check Other Stores](#)

Delivery Unavailable to [72703](#)

\$2,803.40

[Details](#)

[Save For Later](#)

- 20 +

\$140.17/ea



**Trimaco - 2-Pack 3 Mil Paper/Plastic 9-ft x 12-ft Drop Cloth**

Item #631600

Model #02324/12LWS

**Pickup**

☒ **Ready Today**

At Fayetteville Lowe's

\$89.80

**Delivery to [72703](#)**

☐ Get it by **Mon, Dec 16**

FREE Ship to Home

☐ Get it **Today** (Order by 2 p.m.)

Check out for more options & scheduling.

[Details](#)

[Save For Later](#)

- 10 +

\$8.98/ea



**Flex Caulk - 6.5-oz Multi-use Clear Paintable Advanced Sealant Caulk**

Item #5695591  
Model #CFSCLR675

—  +  
\$19.98/ea

[Details](#)

[Save For Later](#)

**Pickup**

☒ **Ready Today**  
At Fayetteville Lowe's

**Delivery to 72703**

- ☐ Get it by **Wed, Dec 18**  
FREE Ship to Home
- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
🚚 Check out for more options & scheduling.



Get 15% off when you buy 6 or more bulk eligible items. [Add Eligible Items](#)



**Purdy - XL Multiple Sizes Reusable Nylon- Polyester Blend Flat and...**

Item #216061  
Model #140853100

—  +  
\$21.98/ea

[Details](#)

[Save For Later](#)

**Pickup**

☒ **Ready Today**  
At Fayetteville Lowe's

**Delivery to 72703**

- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
🚚 Check out for more options & scheduling.

**\$109.90** ✕



**Project Source - 10-oz Anti-drip Rod Caulk Gun**

Item #525857  
Model #LGS-138C

—  +

[Details](#)

[Save For Later](#)

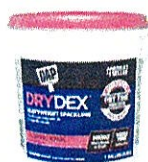
**Pickup**

☒ **Ready Today**  
At Fayetteville Lowe's

**Delivery to 72703**

- ☐ Get it by **Mon, Dec 16**  
FREE Ship to Home
- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
🚚 Check out for more options & scheduling.

**\$19.98** ✕



**DAP - DryDex 1-Gallon Color-changing Interior/Exterior White...**

Item #186498  
Model #12347

—  +

[Details](#)

[Save For Later](#)

**Pickup**

☒ **Ready Today**  
At Fayetteville Lowe's

**Delivery to 72703**

- ☐ Get it by **Wed, Dec 18**  
FREE Ship to Home
- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
🚚 Check out for more options & scheduling.

**\$34.98** ✕



**Marshalltown - Flex Scraper 4-in Steel Putty Knife**

Item #845196  
Model #M5743-L

—  +  
\$9.98/ea

[Details](#)

[Save For Later](#)

**Pickup**

☒ **Ready by Wed, Dec 18**  
At Fayetteville Lowe's  
[Check Other Stores](#)

**Delivery to 72703**

- ☐ Get it by **Mon, Dec 16**  
FREE Ship to Home
- ☐ Get it by **Sat, Dec 21** ⓘ  
🚚 Check out for scheduling.

**\$49.90** ✕





### Valspar - 3-Pack 9-in x 3/8-in Nap Walls and Ceilings Woven Polyest...

Item #1034387  
Model #888553900

[Details](#)

[Save For Later](#)

- 5 +  
\$10.98/ea

#### Pickup

☒ Ready **Today**  
At Fayetteville Lowe's

#### Delivery to 72703

- ☐ Get it by **Mon, Dec 16**  
FREE Ship to Home
- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
Check out for more options & scheduling.

\$54.90 X



### HANDY - Paint Pail Liner 32-fl oz Paint Pail

Item #121363  
Model #2520

[Details](#)

[Save For Later](#)

- 5 +  
\$4.78/ea

#### Pickup

☒ Ready **Today**  
At Fayetteville Lowe's

#### Delivery to 72703

- ☐ Get it by **Mon, Dec 16**  
FREE Ship to Home
- ☐ Get it **Today** (Order by 2 p.m.) ⓘ  
Check out for more options & scheduling.

\$23.90 X

Delivery (45)



### ScotchBlue - Original Multi-Surface 3-Pack 1.88-in x 60 Yard(s) Painters...

Item #1634621  
Model #2090-48EP3

[Details](#)

[Save For Later](#)

- 25 +  
\$19.98/ea

☐ Pickup Unavailable

#### Delivery to 72703

☒ Get it by **Thu, Dec 19**  
FREE Ship to Home

\$499.50 X



### Wagner - PaintStick EZ Roller 40-in Inner-Fed Paint Roller

Item #3830463  
Model #2419328

[Details](#)

[Save For Later](#)

- 10 +  
\$29.98/ea

☐ Pickup Unavailable

#### Delivery to 72703

☒ Get it by **Thu, Dec 19**  
FREE Ship to Home

\$299.80 X



### 3M - SandBlaster Pro Multi-grade Pack-Grit Sheet Sandpaper 3-in ...

Item #1229453  
Model #423-ASST-SBP

[Details](#)

[Save For Later](#)

- 10 +  
\$6.98/ea

☐ Pickup Unavailable

#### Delivery to 72703

- ☐ Get it by **Wed, Dec 18**  
FREE Ship to Home
- ☒ Get it by **Sat, Dec 21** ⓘ  
Check out for scheduling.

\$69.80 X

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## GET ALL YOU NEED



\$19.78

★★★★★ 4458

**Contractor's Choice Contractor**  
42-Gallons Black Outdoor Plastic  
Construction Flap Tie Trash Bag...

Add to Cart



\$3.98

★★★★★ 2215

**Zep 32-oz Plastic Professional**  
Spray Bottle Spray Trigger Only

Add to Cart



\$10.98

★★★★★ 9261

**Project Source Commander**  
Large 27-Gallon s (108-Quart)  
Black Heavy Duty Tote with...

Add to Cart



\$1.00

★★★★★ 82

**Arm & Hammer**  
Eliminator Box 1/2  
Fresh - Removal

Add to Cart

## Order Summary

|                     |                        |
|---------------------|------------------------|
| Item Subtotal (107) | \$4,255.66             |
| Delivery ▼          | \$79.00                |
| Estimated Tax       | Calculated in Checkout |
| Promo Code ▼        |                        |
| Estimated Total     | \$4,334.66             |

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Or

**rayray**



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# City of Junction City

## City Commission

### Agenda Memo

DECEMBER 17, 2024

**From:** Jason Lankas, Fire Chief  
**To:** City Commissioners  
**Subject:** Request Fire Station 2 Remodel Using ARPA Funds

---

**Objective:** The Junction City Fire Department is requesting to remodel Fire Station 2 using ARPA Funds.

**Explanation of Issue:** Junction City Fire Department (JCFD) is in need of remodeling Fire Station 2. The current equipment location and increased staffing have made station 2 busting at the seams for personnel accommodations and performance of daily duties. This building became operational in 1998. Some internal improvements have been made to this structure to include a small kitchen remodel and changing the interior gym/wellness room to an Engineer's office/dorm room to accommodate staff. An additional outbuilding was built to house more apparatus, which has been reduced to a 3-bay building to accommodate the new weight room/wellness bay that was created for staff living quarters remodel.

This station was initially built for a single engine company with possibility of a future Ladder truck. So, a station that was designed to house a 4-person engine company is now housing a 4-person engine, 4-person truck and 2-person med unit for a total of 10 crew members. It currently has an Engine, Ladder Truck, and 2- Med units in the main structure. Our outbuilding has a Rescue Truck, a Brush Truck, Special Operations trailers, 2 boats, and equipment.

Remodel will include renovating the current classroom into sleeping quarters, old living quarters into a living room. Increasing the capacity of a bathroom/shower room and kitchen remodel. We will lose our training room in the remodel but will convert that area into living space that is greatly needed.

**Total Bid Cost of Fire Station 2 Remodel that includes Alternate Kitchen bid and 20% contingency and allowance:**

|                                 |              |       |                |
|---------------------------------|--------------|-------|----------------|
| Riley Construction Company, Inc | \$86,385.00  | X 20% | = \$103,662.00 |
| Kendall Construction            | \$177,445.00 | X 20% | = \$212,934.00 |

**Note:** ARPA funds that have been allocated for this were \$200,000.00 approved by city commission. City will add a 10% Contingency for *unknown* unknowns and 10% Allowance for *known* unknowns to the final bid price.

**Budget Impact:** The cost of this remodel will be covered by ARPA funds.

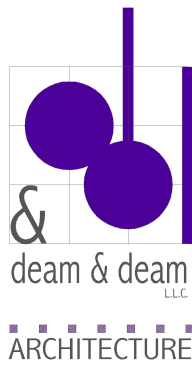
**Staff Recommendation:** Staff recommends approval to award the bid in the amount of \$103,662.00. Making the Bid cost \$103,662.00 to Riley Construction Company, Inc.

**Suggested Motion:** I move to approve awarding the bid to Riley Construction Company, Inc in the amount of \$103,662.00. Deam & Deam LLC who helped us with this project recommends Riley Construction Company, Inc as well.

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Deny the request
2. Table the request
3. Modify the request

**Enclosures:** Copy of bid tabulation sheet, and letter of recommendation



December 12<sup>th</sup>, 2024

Deam & Deam  
124 W. 7<sup>th</sup> St  
Junction City, KS 66441

Jason Lankas  
Junction City Fire Department  
700 N Jefferson St  
Junction City, KS 66441

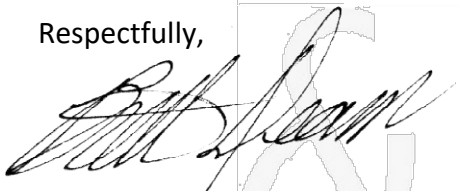
Dear Jason Lankas:

On December 11<sup>th</sup>, 2024, bids were accepted for the Junction City Fire Station 2 Remodel. The two bids that came in were from Riley Construction and Kendall Construction. Of those two bids, Riley Construction's bid was significantly lower with a base bid of \$65,000 with an additional \$21,000 for the Kitchen Alternate bid totaling \$86,000, and an estimated completion date of May 2025. Kendall Construction's bid was \$150,000 including the \$27,000 for the Kitchen Alternate bid with 75 days for estimated completion.

Both are reputable companies we have worked with in the recent past and are comfortable recommending either. We have reached to both companies to go over their respective bids to ensure the bids reflect the same information.

Regarding the aforementioned details, we recommend that Riley Construction be awarded the contract for the Junction City Fire Station 2 Remodel with the kitchen alternate included.

Respectfully,



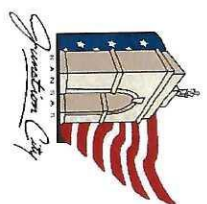
Deam & Deam

Deam & Deam L.L.C.

# City of Junction City

City Clerk's Office

December 11, 2024



Fire Department

Closing Time: 1:00 am

## Junction City Fire Station 2 Remodel – Junction City, KS

| No. | Direct Solicited | Bidder                          | Local Vendor | Bid Bond | Performance Bond | Addendum | Alternate Kitchen | Bid Amount   | Bid Rank |
|-----|------------------|---------------------------------|--------------|----------|------------------|----------|-------------------|--------------|----------|
| 1.  |                  | Riley Construction Company, Inc | Wamego, KS   | Y        | .                | Y        | \$20,965.00       | \$65,420.00  |          |
| 2.  |                  | Kendall Construction            | Topeka, KS   | Y        |                  | Y        | \$27,445.00       | \$150,000.00 |          |
| 3.  |                  |                                 |              |          |                  |          |                   |              |          |
| 4.  |                  |                                 |              |          |                  |          |                   |              |          |
| 5.  |                  |                                 |              |          |                  |          |                   |              |          |
| 6.  |                  |                                 |              |          |                  |          |                   |              |          |
| 7.  |                  |                                 |              |          |                  |          |                   |              |          |
| 8.  |                  |                                 |              |          |                  |          |                   |              |          |
| 9.  |                  |                                 |              |          |                  |          |                   |              |          |
| 10. |                  |                                 |              |          |                  |          |                   |              |          |

# City of Junction City

## City Commission

### Agenda Memo

12/17/2024

**From:** Joshua Gray, Parks and Recreation Director

**To:** Gerry Vernon, Interim City Manager, and City Commission

**Subject:** North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park Playgrounds

---

**Objective:** Approval of the purchase of new playground equipment at North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park

**Explanation of Issue:** The playground equipment at North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park are in need of replacement. The equipment has surpassed its useful life.

The City has received three bids using the Greenbush Purchasing Cooperative, per Section 3.11 of the Fiscal Policy. Fry Park Playground and Equipment at \$398,858.66, Playscapes at \$451,064 and Athco at \$499,806.04

North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park are due for replacement. Currently we have 10 City parks with playground equipment. Most of the playgrounds house equipment from various playground companies, some of which no longer exist. This makes replacement parts for equipment very difficult to find. Athco has provided the Landscape Structures equipment at Playground Park. In addition, Landscape Structures provided the equipment at The Bluffs Park and Buffalo Soldier Park. City Staff, Junction City recommend the purchase of playground equipment for North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park from Athco in the amount of \$499,806.04

Staff realizes that Athco is not the lowest bidder; however, due to the quality and longevity of the equipment, staff recommends awarding the bid to Athco.

**Budget Impact:** This will be paid for with \$499,806.04 in ARPA funds.

**Alternatives:**

1. Approve, Disapprove, Modify, Table

**Recommendation:** City Staff recommends the purchase of playground equipment for North Park, South Park, Martin Luther King Jr. Park, and Bramlage Park from Athco in the amount of \$499,806.04.

**Suggested Motion:** I \_\_\_\_\_ recommend the approval to move forward with the purchase of a playground equipment from Athco in the amount of \$499,806.04.

**Enclosures:** Bids



Quality Play for All  
[www.PlayJC.org](http://www.PlayJC.org)  
PO Box 411  
Junction City, KS 66441

November 22, 2024

RE: Letter of Support for Athco

Dear Commissioners,

The **Quality Play for All** non-profit is writing to express our strong support for the selection of Athco equipment in response to the most recent bid request from JC Parks and Recreation. While Athco may not represent the lowest bid, the value they bring through their **quality, reliability, and exceptional support** makes them the ideal choice for this project.

Athco is a well-established company with a **proven track record** of excellence in both product quality and customer care. A prime example of their capabilities can be seen in the equipment installed at the 5th Street Playground Park. The durability, design, and overall quality of that installation set a high standard, which we can confidently expect to see replicated in future projects.

Additionally, our strong working relationship with Athco has provided us with increased access to their design services and ongoing support. Their commitment to partnering with us ensures that we are not only purchasing equipment but also investing in a trusted collaboration that will benefit our community for years to come. Athco has consistently demonstrated their ability to deliver on their promises, making them a **tested and reliable partner**.

While cost is always an important consideration, the peace of mind that comes with knowing the equipment is backed by a company of Athco's caliber is invaluable. Their dedication to standing behind their products, coupled with their **excellent service**, ensures that we are making a sound and sustainable investment in our parks.

We wholeheartedly recommend moving forward with Athco for this project. Their expertise, quality, and commitment to excellence make them the best choice for JC Parks and Recreation. Thank you for considering our recommendation. Please feel free to reach out if you have any questions or require additional information.

Sincerely Yours,

*Angie Greenwood*      *Kendall M. Schoenrock*

Angie Greenwood and Kendall Schoenrock  
Quality Play for All



# Quality Matters...

*SLR*  
landscape  
structures®



360° clamp compression = equal pressure around post



Heaviest & thickest decks in the industry with 5/16" perf. holes = large enough for drainage, but small enough to not hurt little fingers

DigiFuse for stock or custom artwork – stays bright & durable over the life of the playground



Moving slide footer to adjust for freeze/thaw cycles

**ATHCO**  
Your Premier Athletic & Recreation Source

## Others



Direct bolt = shear loading at only two attachment points

Large holes and thinner-coated decks



Sticker



Non-moving slide footers



*SLR*  
landscape  
structures®

# Quality Matters...

*SLM*  
landscape  
structures®



20mm six-stranded  
galvanized-steel  
reinforced polyester-  
wrapped cables

Aluminum connectors for  
maximum durability



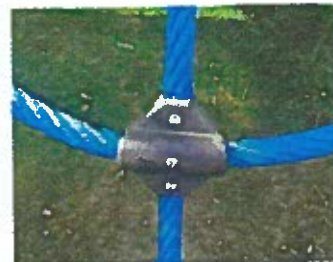
3/4" Permalene  
handholds and panels  
for maximum durability  
& design aesthetic



TenderTuff coated climber -  
same as our decks



## Others



Plastic connectors and  
smaller diameter  
cables/rope



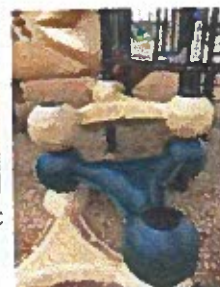
Hollow plastic  
panels or pipe



Non-coated  
climber



Hollow plastic  
climbers



**ATHCO**  
Your Premier Athletic & Recreation Source

*SLM*  
landscape  
structures®



# Design Matters...

A properly designed playground will engage the seven senses. Through sensory play, children discover their world and how to be successful in it. They develop behaviors based on what they touch, see, hear, taste, smell, and how they move and position their body in space. Sensory-rich playgrounds allow children to integrate and develop their senses and the more they play, the more they develop skills necessary to engage, change, and impact the world around them.



Art



Auditory



Language & Literacy



Motor Planning



Music



Nature



Proprioception



Social Imagination



Tactile



Vestibular



Visual



# North Park

Model Information

Junction City, KS

November 14, 2024

1191357-01-01

PLAYBOOSTER (2-12 YEARS)



**Double Slide**



**SlideWinder2®**



**Block Climber w/Permalene® Handholds**



**Cozy Climber™ w/Permalene® Handholds**



**Loop Pole w/Permalene® Handholds**



**Ramp w/Barriers**



**Balcony Deck**



**Chimes Reach Panel**



**Marble Panel®**

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:



# North Park

Model Information

Junction City, KS

November 14, 2024

1191357-01-01

PLAYBOOSTER (2-12 YEARS)



**Match 3 Reach Panel**



**Navigator Reach Panel**



**Stationary Cycler, Accessible**



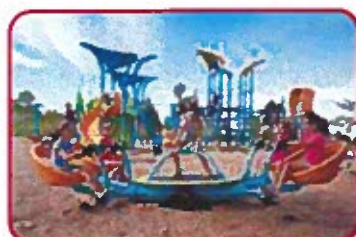
**Hex Shingle Roof**



**Chill® Spinner**



**Curva® Spinner**



**We-saw™**

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:







# North Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024

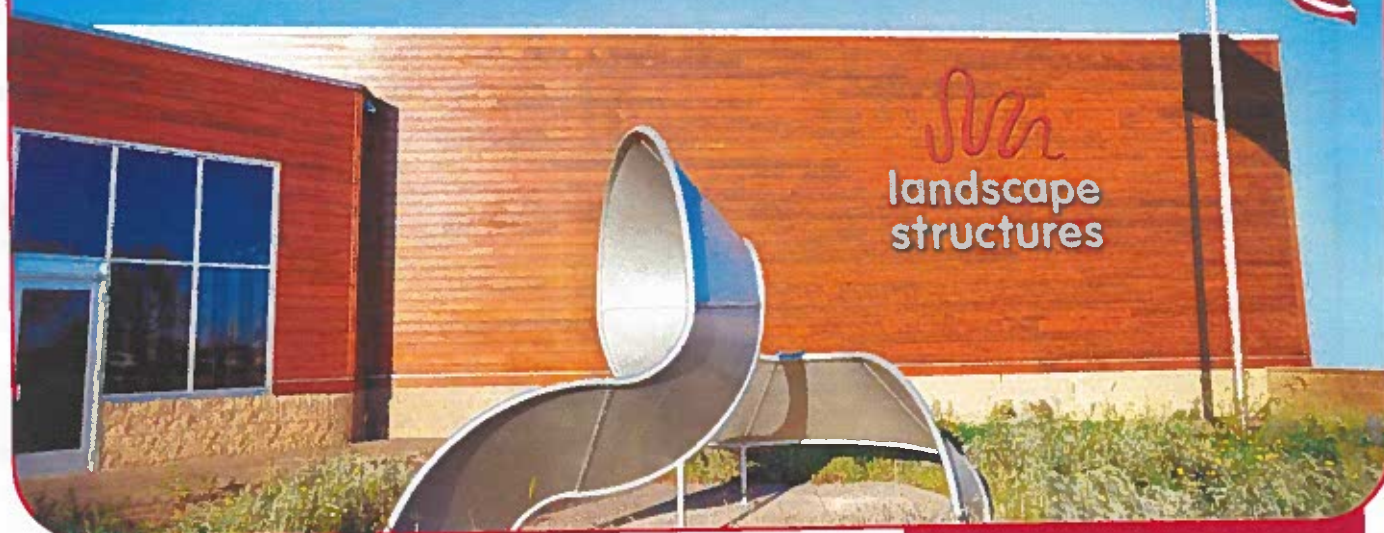
1191357-01-01

PLAYBOOSTER (2-12 YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**99%**

Calculation includes standard play products only.

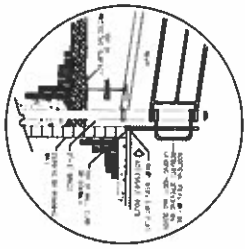
\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

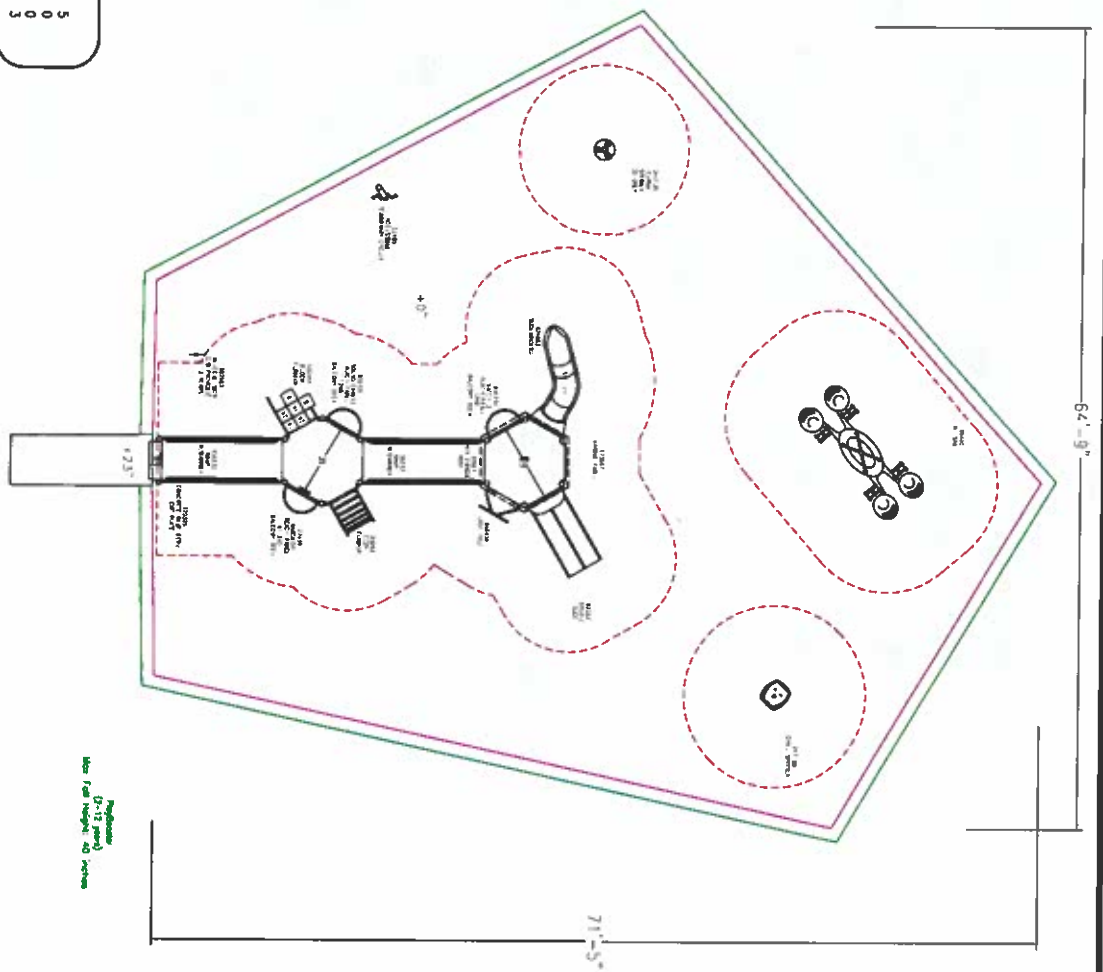
[playlsi.com](http://playlsi.com)

Proudly presented by:





SUGGESTED ELEVATED RAMP BEYOND EXIT PLATE  
 24" PLUS DECK TO GRAB/28" INSULATION  
 REFER TO SEE 2 FOR EXIT PLATE INSULATION  
 SEE PLAN FOR ELEVATION OF PLATE



- 10A. ELEVATED PLAY COMPONENTS 9 REQUIRED 5
- 10A. ELEVATED COMPONENTS ACCESSIBLE BY RAMP 9 REQUIRED 5
- 10A. ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER 0 REQUIRED 0
- 10A. ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN 4 REQUIRED 0
- 10A. DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 3 REQUIRED 3



North Park  
 Junction City, KS  
 ATHCO  
 Jennifer Hawkins  
 PlayBooster  
 PROJECT #  
 1191357-01-01



DESIGNED BY: **NK**  
 CHECKED BY: **WJN**  
 DATE: **11/11/11**  
 SCALE: **1/4" = 1'-0"**  
 PROJECT: **1191357-01-01**

DATE: **11/11/11**  
 PROJECT: **1191357-01-01**  
 DRAWING: **1191357-01-01**

NOTES:  
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landscape  
structures

North Park

1191357 01-01-01 - 11.06.2024

**ATHCO**  
The Primary Partner in Recreation Safety

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*SLR*  
landscape  
structures

North Park

**AATHCO**  
Your Premier Architectural and Landscape Solutions

1191537 01-01-02 - 11.06.2024

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North Park

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Your Premier Athletic & Recreation Source

1191357-01 01-04 - 11.06.2024

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landscape  
structures

North Park

1191357-01 01-05 - 11.06.2024

**ATHCO**  
Your Outdoor Adventure's Recreation Source

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# Quote



ATHCO  
13500 W. 108th St.  
Lenexa, KS 66215  
P: 913-469-5600  
athco@athcollc.com

Date: 11/13/2024  
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Josh Gray  
North Park  
Junction City, KS

Payment Terms Net 30 days

| Description                                                                                                                                                                                                                                                                                                   | QTY | UNIT PRICE | TOTAL         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|---------------|
| <b>Playbooster 2-12 Structure Includes:</b> Ramp Berm Exit Plate, (2) Ramps with Barriers, Block Climber, Cozy Climber, Loop Pole, (3) Balcony Decks, Chimes Reach Panel, Marble Panel, Match 3 Panel, Navigator Reach Panel, Stationary Cyclor Accessible, Double Slide, SlideWinder Slide, Hex Shingle Roof | 1   | \$ -       | \$ 121,641.09 |
| #182503B - Welcome Sign Ages 2-12 Years                                                                                                                                                                                                                                                                       | 1   | \$ -       | \$ -          |
| #247189A - Chill Spinner                                                                                                                                                                                                                                                                                      | 1   | \$ -       | \$ -          |
| #247179A - Curva Spinner                                                                                                                                                                                                                                                                                      | 1   | \$ -       | \$ -          |
| #186490A - We-Saw                                                                                                                                                                                                                                                                                             | 1   | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |
| EWf - Engineered Wood Fiber Safety Surfacing 174 CY                                                                                                                                                                                                                                                           | 1   | \$ -       | \$ -          |
| Border Timbers - 4'x12" plastic border timbers w/steel stakes                                                                                                                                                                                                                                                 | 50  | \$ -       | \$ -          |
| Full ADA Ramp - plastic border timber ADA ramp                                                                                                                                                                                                                                                                | 1   | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Scope of work includes: delivery and offloading, digging and pouring concrete footers, labor to install quoted equipment, materials and installation of safety surfacing and plastic border timbers. Does not include site prep (excavation of existing surfacing and curbing, or removal of existing structures). Assumes 2% grade.

|                                                 |           |                   |
|-------------------------------------------------|-----------|-------------------|
| SUBTOTAL                                        | \$        | 121,641.09        |
| INSTALLATION OPTION                             |           | Included          |
| FREIGHT                                         |           | Included          |
| SALES TAX - N/A                                 |           | N/A               |
| GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024 | \$        | (6,082.05)        |
| <b>Quote Total</b>                              | <b>\$</b> | <b>115,559.04</b> |

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!





# South Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024  
6444

FINDPDQSD-DESIGN-

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\* This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**100%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:





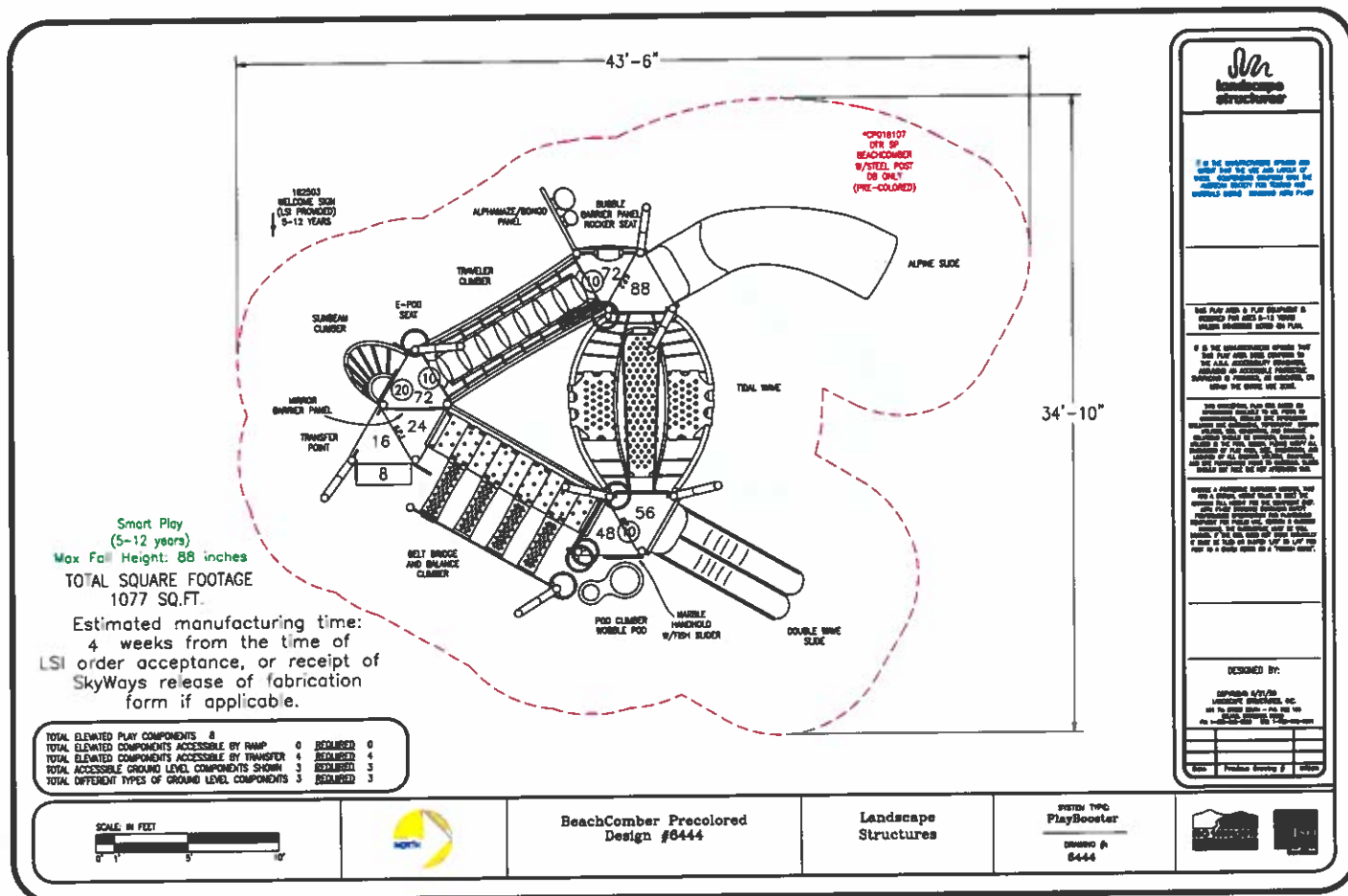


Map data ©2024 , Map data ©2024 20 ft



South Park **AATHCO**

ASAP - 11.12.2024  
Rajesh Kumar, Rajesh Kumar, Rajesh Kumar



# Quote



ATHCO  
13500 W. 108th St.  
Lenexa, KS 66215  
P: 913-469-5600  
athco@athcollc.com

Date: 11/13/2024  
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Josh Gray  
South Park  
Junction City, KS

Payment Terms Net 30 days

| Description                                         | QTY | UNIT PRICE | TOTAL        |
|-----------------------------------------------------|-----|------------|--------------|
| #CP018107A - DTR SP BeachComber SmartPlay Structure | 1   | \$ -       | \$ 78,641.13 |
| #182503C - Welcome Sign Ages 5-12 Years             | 1   | \$ -       | \$ -         |
|                                                     |     | \$ -       | \$ -         |
|                                                     |     | \$ -       | \$ -         |
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|                                                     |     | \$ -       | \$ -         |
|                                                     |     | \$ -       | \$ -         |

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Scope of work includes: delivery and offloading, digging and pouring concrete footers, labor to install quoted equipment. Does not include site prep (excavation of existing surfacing and curbing, or removal of existing structures), additional safety surfacing, or new curbing. Assumes 2% grade.

|                     |              |
|---------------------|--------------|
| SUBTOTAL            | \$ 78,641.13 |
| INSTALLATION OPTION | Included     |
| FREIGHT             | Included     |
| SALES TAX - N/A     | N/A          |

|                                  |                     |
|----------------------------------|---------------------|
| GREENBUSH CONTRACT               | \$ (3,932.06)       |
| #24.6 ESC-PLAYGROUND-<br>REC2024 |                     |
| <b>Quote Total</b>               | <b>\$ 74,709.07</b> |

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!





# MLK Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024

1191356-01-01 SMART

PLAY (2-5 YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**98%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:



# MLK Park

Model Information

Junction City, KS

November 14, 2024  
PLAY (2-5 YEARS)

1191356-01-01 SMART



Cube

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](https://playlsi.com)

Proudly presented by:







# MLK Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024

1191356-01-01 SMART

PLAY (5-12 YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\* This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**99%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:



# MLK Park

Model Information

Junction City, KS

November 14, 2024

1191356-01-01 SMART

PLAY (5-12 YEARS)



**Venti®**

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:





landscape  
structures

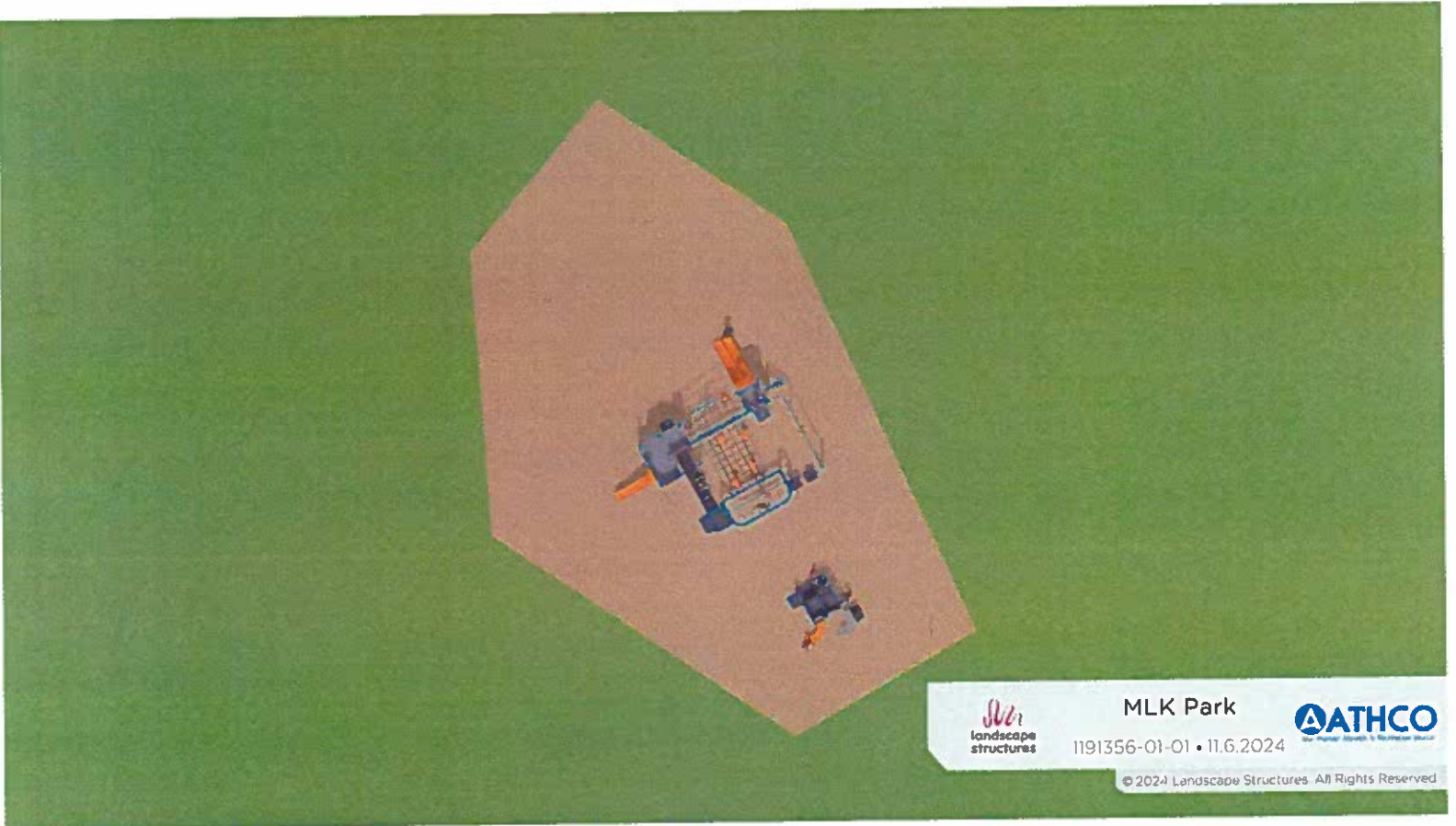
MLK Park

1191356-01-01 • 11.6.2024

AATHCO  
Your Partner. Always. In Your Future. Today.

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landscape  
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MLK Park

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*landscape*  
structures

MLK Park

**AATHCO**  
All American Athletic & Recreation Inc.

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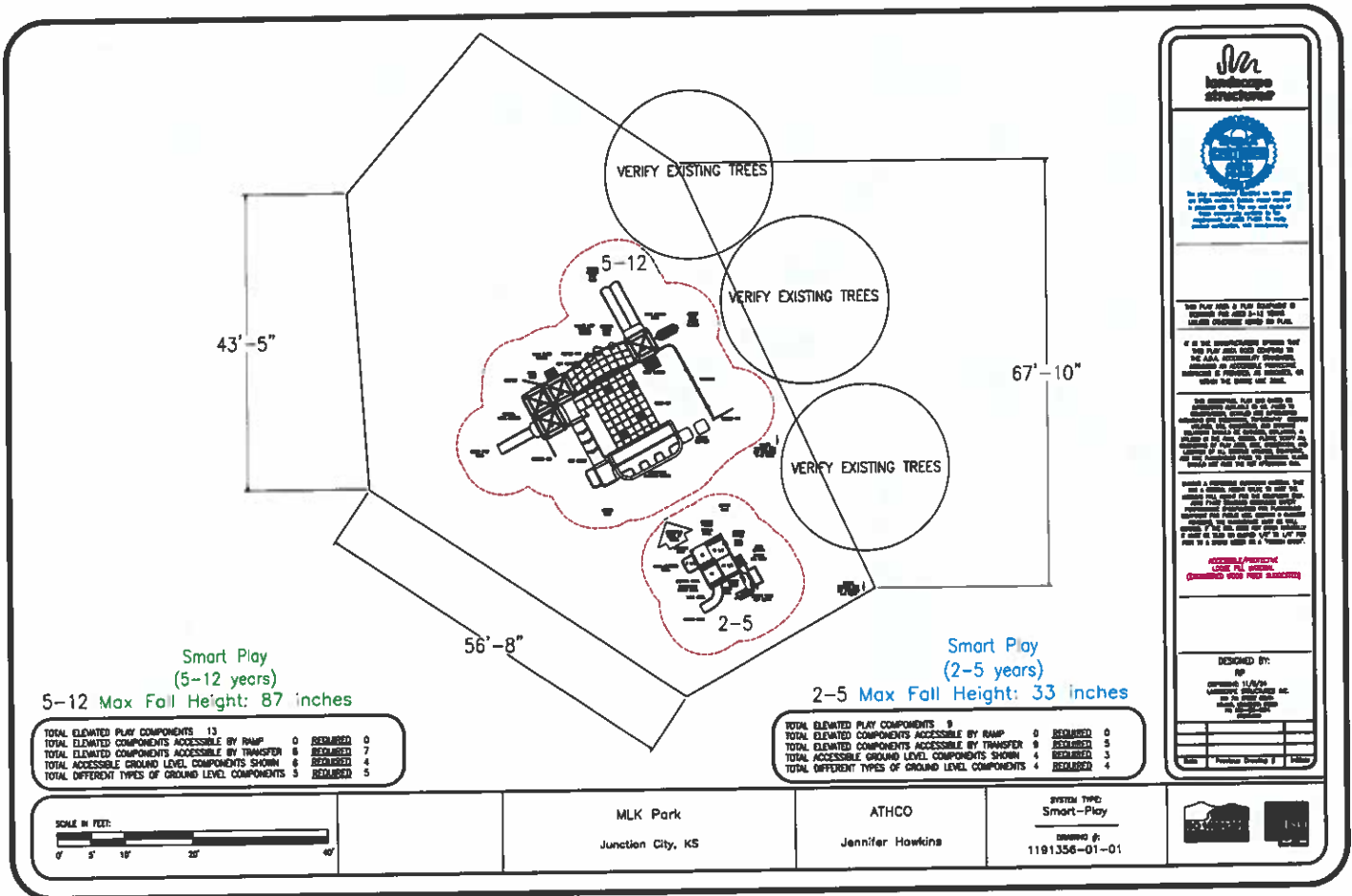
landscape  
structures

MLK Park

AATHCO  
Your Partner in Safety & Recreation

1191356-01-01 • 11.6.2024

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# Quote

ATHCO  
13500 W. 108th St.  
Lenexa, KS 66215  
P: 913-469-5600  
athco@athcollc.com

Prepared by: Jennifer Hawkins

TO: Josh Gray  
MLK Park  
Junction City, KS



Date: 11/13/2024  
All prices subject to acceptance within 30 days

To accept this quote, sign here and return

Payment Terms Net 30 days

| Description                                                   | QTY | UNIT PRICE | TOTAL         |
|---------------------------------------------------------------|-----|------------|---------------|
| #210739A - Ventli SmartPlay Structure                         | 1   | \$ -       | \$ 122,385.48 |
| #182503C - Welcome Sign Ages 5-12 Years                       | 1   | \$ -       | \$ -          |
| #205160A - Cube SmartPlay Structure                           | 1   | \$ -       | \$ -          |
| #182503A - Welcome Sign Ages 2-5 Years                        | 1   | \$ -       | \$ -          |
|                                                               |     | \$ -       | \$ -          |
|                                                               |     | \$ -       | \$ -          |
| Engineered Wood Fiber - 80 CY (4" top off of existing)        | 1   | \$ -       | \$ -          |
| Border Timbers - 4'x12" plastic border timbers w/steel stakes | 70  | \$ -       | \$ -          |
| Full ADA Ramp - plastic border timber ADA ramp                | 1   | \$ -       | \$ -          |
|                                                               |     | \$ -       | \$ -          |
|                                                               |     | \$ -       | \$ -          |
|                                                               |     | \$ -       | \$ -          |

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Scope of work includes: delivery and offloading, digging and pouring concrete footers, labor to install quoted equipment, materials and installation of safety surfacing and plastic border timbers. Does not include site prep (excavation of existing surfacing and curbing, or removal of existing structures). Assumes 2% grade.

|                                                 |                      |
|-------------------------------------------------|----------------------|
| SUBTOTAL                                        | \$ 122,385.48        |
| INSTALLATION OPTION                             | Included             |
| FREIGHT                                         | Included             |
| SALES TAX - N/A                                 | N/A                  |
| GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024 | \$ (6,119.27)        |
| <b>Quote Total</b>                              | <b>\$ 116,266.21</b> |

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!





# Bramlage Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024

1191327-01-01 SMART

PLAY (5-12 YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**99%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:



# Bramlage Park

Model Information

Junction City, KS

November 14, 2024

1191327-01-01 SMART

PLAY (5-12 YEARS)



**Volo™ w/Shade**

Models shown include standard play products only.

**For a better tomorrow  
we play today.®**

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Bramlage Park

Made in the U.S.A. Statement

Junction City, KS

November 14, 2024

1191327-01-01 SMART

PLAY (2-5 YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\* This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**100%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Bramlage Park

Model Information

Junction City, KS

November 14, 2024

1191327-01-01 SMART

PLAY (2-5 YEARS)



**Market Cafe**



**Belt Seat w/Chains**



**Full Bucket Seat w/Chains**



**Single Post Swing Frame**



**Single Post Swing Frame Additional Bay**



**Welcome Sign**

Models shown include standard play products only.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:





  
landscape  
structures

Bramlage Park

1191527 01.01.03 - 10.30.2024

  
ATHCO  
Your Playground Adventure & Recreation Source

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landscape  
structures

Bramlage Park

**AATHCO**  
Your Outdoor Adventure • Recreation Solution

1191527-01 01 01 - 10.50.2024

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Bramlage Park

1191327 01 01-04 • 10.30.2024



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# Quote



ATHCO  
13500 W. 108th St.  
Lenexa, KS 66215  
P: 913-469-5600  
athco@athcolc.com

Date: 11/13/2024  
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Josh Gray  
Bramlage Park  
Junction City, KS

Payment Terms Net 30 days

| Description                                                         | QTY | UNIT PRICE | TOTAL         |
|---------------------------------------------------------------------|-----|------------|---------------|
| #323661A - Volo with Shade SmartPlay Structure                      | 1   | \$ -       | \$ 203,443.92 |
| #182503C - Welcome Sign Ages 5-12 Years                             | 1   | \$ -       | \$ -          |
| #233075A - Market Café SmartPlay Structure                          | 1   | \$ -       | \$ -          |
| #182504A - Welcome Sign Ages 2-5 Years                              | 1   | \$ -       | \$ -          |
| 2-Bay Single Post Swings - (2) belt seats and (2) full bucket seats | 1   | \$ -       | \$ -          |
|                                                                     |     | \$ -       | \$ -          |
| EWf - Engineered Wood Fiber Safety Surfacing 275 CY                 | 1   | \$ -       | \$ -          |
| Concrete Curbing - 350 LF of 12" concrete curbing                   | 1   | \$ -       | \$ -          |
|                                                                     |     | \$ -       | \$ -          |
|                                                                     |     | \$ -       | \$ -          |
|                                                                     |     | \$ -       | \$ -          |
|                                                                     |     | \$ -       | \$ -          |

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Scope of work includes: delivery and offloading, digging and pouring concrete footers, labor to install quoted equipment, materials and installation of safety surfacing and concrete curbing. Does not include site prep (excavation of existing surfacing and curbing, or removal of existing structures). Assumes 2% grade.

SUBTOTAL \$ 203,443.92

INSTALLATION OPTION Included

FREIGHT Included

SALES TAX - N/A N/A

GREENBUSH CONTRACT \$ (10,172.20)  
#24.6 ESC-PLAYGROUND-  
REC2024

Quote Total \$ 193,271.72

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!





*Junction City*  
KANSAS



# ARPA FUNDING PROPOSAL

2024 -2025

---



Kansas owned  
American Manufacturing  
201 N. Turner  
Yates Center, KS 66783







## ADA Approved Holes



- All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play
- Transfer platforms feature large holes for gripping assistance when accessing structures

## Our Plasics



- The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness
- Multiple color choices available for natural and modern settings

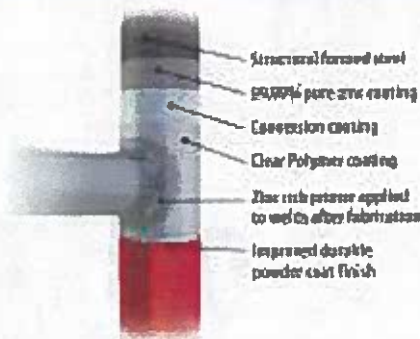
## Our Decks



Recycled Deck Colors

- Innovative curved bracing assures durable and sturdy decks
- Plasol and Thermoplastic coating options available
- ADA compliant holes are used for all decks and ramps

## Durability



- Zinc Rich Primer is applied to welds and aids in rust prevention and is vandal resistant
- Factory-installed post caps provide a better fit and appearance

## Hardware



- Tamper Resistant Hardware aids in the prevention of corrosion and helps reduce vandalism in our stainless steel hardware

Nationally Certified Manufacturing Facility

ASTM  
INTERNATIONAL



ISO  
9001  
CERTIFIED





With age-appropriate designated areas, brought together with multi-passenger and multi-generational swinging, spinning, and rocking events, this colorful play space truly brings kids and parents together in play.



Completed on time/budget during Covid! Steve Grant and Brian Bailey references upon request.







## ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Lauderdale, Florida. Also referred to as the "Green Certification," ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park Structures controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.



## ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



## ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.



## IPEMA



In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.



## ASTM



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.



## CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and

recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



# Junction City

66441



| Description                            | QTY | Unit Cost | Total Cost | Total Project    |
|----------------------------------------|-----|-----------|------------|------------------|
| Denali Tower for Brimlage              | 1   | 182826    | 182826     |                  |
|                                        |     |           | 0          | -91413           |
|                                        |     |           | 0          | 182826           |
| evergreen                              |     |           | 0          | 13757            |
| shipping                               |     |           | 0          | 12656            |
| Installation                           |     |           | 0          | 49,000           |
| EWf for 3842 including existing swings | 180 |           | 0          | 8550             |
| Border Timbers                         |     |           | 0          | 2344             |
|                                        |     |           | 0          |                  |
| <b>Brimlage Total</b>                  |     |           | 0          | <b>177720</b>    |
|                                        |     |           | 0          |                  |
| Inclusive Playground for North Park    | 1   | 142957    | 142957     | 71478.5          |
| shipping                               |     |           | 0          | 7825             |
| EWf                                    | 90  | 45        | 4050       | 4050             |
| Installation                           |     |           | 0          | 35739.25         |
| Border Timbers                         |     |           | 0          | 840              |
|                                        |     |           | 0          |                  |
|                                        |     |           | 0          |                  |
|                                        |     |           | 0          | <b>119932.75</b> |
|                                        |     |           | 0          |                  |
|                                        |     |           | 74576      |                  |
| Grandview for South Park               | 1   | 74576     | 0          | 37288            |
| shipping                               |     |           | 2250       | 5179.09          |
| EWf                                    | 45  | 50        | 0          | 2250             |
| Installation                           |     |           | 0          | 18644            |
|                                        |     |           | 0          |                  |
| <b>Total</b>                           |     |           | 0          | <b>63361.09</b>  |
|                                        |     |           | 92243      |                  |
| MLK - Play On NDS                      | 1   | 92243     | 0          | 46121.5          |
| Swings                                 |     |           | 8100       | 4925             |
| EWf                                    | 180 | 45        | 0          | 8100             |
| Installation                           |     |           | 0          | 23060.75         |
| Border Timbers                         |     |           | 0          | 2056             |
| shipping                               |     |           | 0          | 5787.34          |
|                                        |     |           | 0          | <b>90050.59</b>  |
|                                        |     |           |            |                  |

Grand total 451064.43

\*Confidential Budgetary Numbers only. Additional Savings available via combined shipping/Greenbush.





UPRIGHT METALLIC ACCENT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPEX BLUE/WT SHADE TAN ROOF BLUE CABLE BLACK MAXIPEX TAN

## BRAMLAGE PARK JUNCTION CITY, KS

801-771987

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



**play&park  
structures**  
A PlayScapes Company

144 CHESTNUT ST.  
CHATTANOOGA, TN 37403  
800.727.1907  
PLAYANDPARK.COM



UPRIGHT METALLIC ACCENT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPEX BLUE/WT SHADE TAN ROOF BLUE CABLE BLACK MAXIPEX TAN

## BRAMLAGE PARK JUNCTION CITY, KS

801-771987

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**play&park  
structures**  
A PlayScapes Company

144 CHESTNUT ST.  
CHATTANOOGA, TN 37403  
800.727.1907  
PLAYANDPARK.COM





UPRIGHT: MILITARY ACCENT: WHITE DECK: GREY PLASTIC SKY: BLUE/BLUE HOPE: BLUE HOPEX: BLUE/WHITE SHADE: N/A ROOF: BLUE CABLE: BLACK MAXAPEX: N/A

**NORTH PARK**  
JUNCTION CITY, KS  
801-171986

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



544 CHESTNUT ST  
CHATTANOOGA, TN 35899  
800.727.1907  
PLAYANDPARK.COM



UPRIGHT: MILITARY ACCENT: WHITE DECK: GREY PLASTIC SKY: BLUE/BLUE HOPE: BLUE HOPEX: BLUE/WHITE SHADE: N/A ROOF: WHITE CABLE: BLACK MAXAPEX: N/A

**NORTH PARK**  
JUNCTION CITY, KS  
801-171986

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544 CHESTNUT ST  
CHATTANOOGA, TN 35899  
800.727.1907  
PLAYANDPARK.COM





UPRIGHT METALLIC ACCENT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPE/C BLUE/WT SHADE N/A ROOF BLUE CABLE BLACK MAXAPEX N/A

**NORTH PARK**  
JUNCTION CITY, KS  
801-171986



**play&park  
structures**  
+PLAYFORMS

344 CHESTNUT ST.  
CHATTANOOGA, TN 37409  
800.727.1907  
PLAYANDPARK.COM

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



UPRIGHT METALLIC ACCENT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPE/C BLUE/WT SHADE N/A ROOF BLUE CABLE BLACK MAXAPEX N/A

**NORTH PARK**  
JUNCTION CITY, KS  
801-171986



**play&park  
structures**  
+PLAYFORMS

344 CHESTNUT ST.  
CHATTANOOGA, TN 37409  
800.727.1907  
PLAYANDPARK.COM

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.





UPRIGHT METALLIC ACCENT ORANGE DECK GREY PLASTIC ORANGE HDPE BLUE HDPE/C BLUE/WT SHADE N/A ROOF SKY BLUE CABLE N/A MAX/APEX SKY BLUE

## SOUTH PARK JUNCTION CITY, KS

003-171988



644 CHESTNUT ST  
CHAFFAMOODA, TN 37402  
800.727.1907  
PLAYANDPARK.COM



UPRIGHT METALLIC ACCENT ORANGE DECK GREY PLASTIC ORANGE HDPE BLUE HDPE/C BLUE/WT SHADE N/A ROOF SKY BLUE CABLE N/A MAX/APEX SKY BLUE

## SOUTH PARK JUNCTION CITY, KS

801-171988



644 CHESTNUT ST  
CHAFFAMOODA, TN 37402  
800.727.1907  
PLAYANDPARK.COM

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UPRIGHT 48 TALL ACCEINT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPE/C BLUE/WT SHADE N/A ROOF BLUE CABLE BLACK MAXAPEX N/A

## MARTIN LUTHER KING JR. PARK JUNCTION CITY, KS

801-172069

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.



844 CHESTNUT ST.  
CHATTANOOGA, TN 37403  
800.727.1907  
PLAYANDPARK.COM



UPRIGHT 48 TALL ACCEINT WHITE DECK GREY PLASTIC SKY BLUE/BLUE HOPE BLUE HOPE/C BLUE/WT SHADE N/A ROOF BLUE CABLE BLACK MAXAPEX N/A

## MARTIN LUTHER KING JR. PARK JUNCTION CITY, KS

801-172069

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844 CHESTNUT ST.  
CHATTANOOGA, TN 37403  
800.727.1907  
PLAYANDPARK.COM





# QUOTE

**Number** FRYQ66229  
**Date** Dec 2, 2024

**Fry & Associates, Inc.**  
101 E 15th Ave, North Kansas City MO 64116  
t. 816-221-4825 f. 816-221-4831

| End User                                                                           | Ship To                                                             | Bill To                                                               |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>City of Junction City- North Park</b><br>Joshua Gray<br>Junction City, KS 66441 | <b>City of Junction City- North Park</b><br>Junction City, KS 66441 | <b>City of Junction City</b><br>PO Box 287<br>Junction City, KS 66441 |

Here is the quote you requested.

| Associates | P.O. Number | Ship Via | Terms  |
|------------|-------------|----------|--------|
|            |             | Common   | Net 10 |

| Qty | Description                                                                     | Unit Price  | Ext. Price  |
|-----|---------------------------------------------------------------------------------|-------------|-------------|
| 1   | MX-39395 Custom Maximo Unit, 5"Galvanized Post-246                              | \$58,173.00 | \$58,173.00 |
| 1   | FS-1207 8' Mountain Twist                                                       | \$2,248.00  | \$2,248.00  |
| 1   | FS-1805 Orbital Spinner                                                         | \$1,359.00  | \$1,359.00  |
| 1   | FS-1806 Zany Zipper                                                             | \$1,240.00  | \$1,240.00  |
| 36  | TB-5212 12" Timber Border with Spike                                            | \$41.00     | \$1,476.00  |
| 156 | WOODCARPET Wood Fiber                                                           | \$30.69     | \$4,787.64  |
| 1   | Install Equipment Installation- MX-39395, FS-1207, FS-1806, TB-5212, Wood Fiber | \$42,300.00 | \$42,300.00 |

Note: An additional charge may apply if solid rock is encountered. Fry & Associates shall notify the client in writing prior to incursion of additional fees related to the rock

Please contact me if I can be of further assistance.

|                 |                     |
|-----------------|---------------------|
| <b>SubTotal</b> | \$111,583.64        |
| <b>Tax</b>      | \$0.00              |
| <b>Shipping</b> | \$6,700.00          |
| <b>Total</b>    | <b>\$118,283.64</b> |

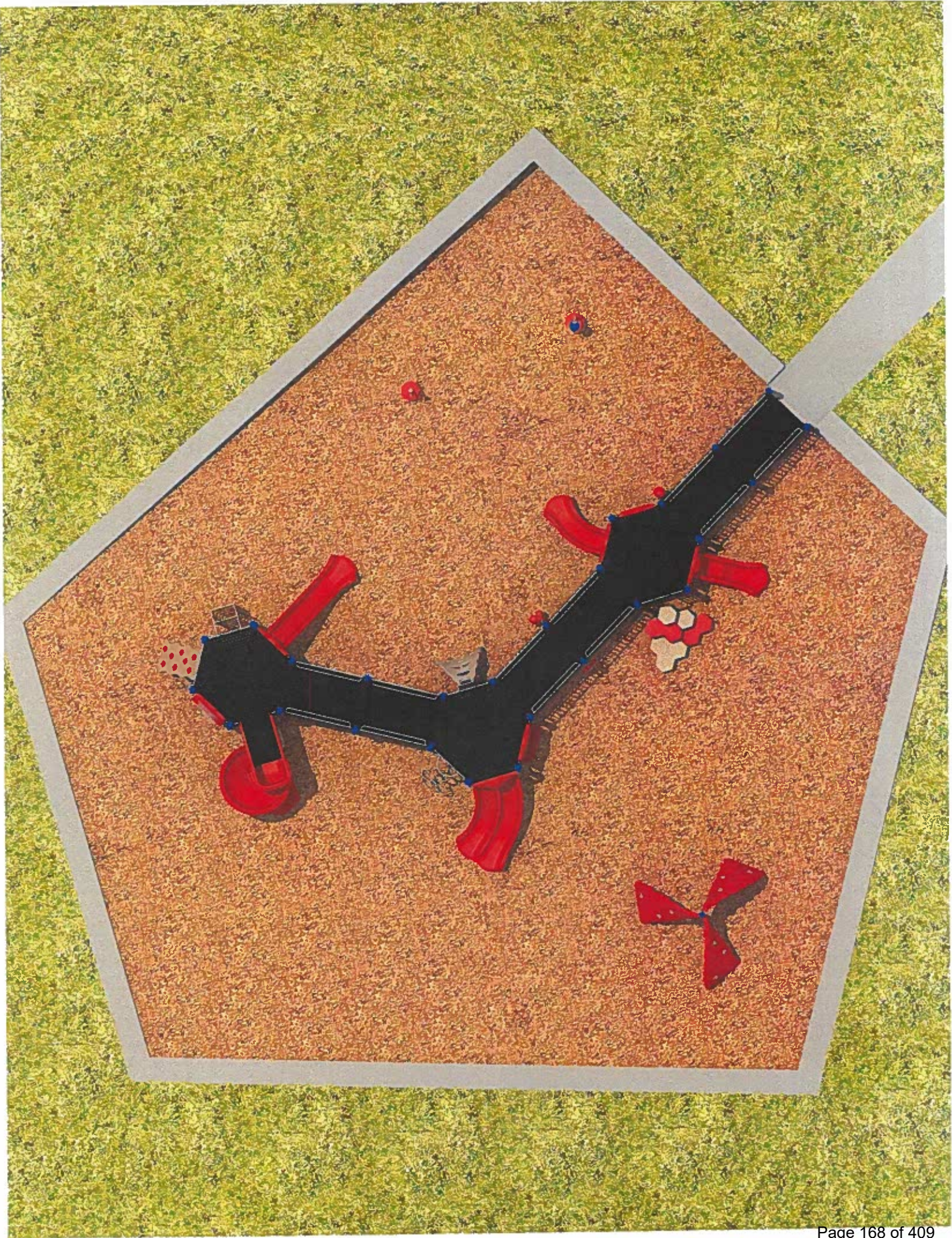
**Shipping Contact:** Joshua Gray  
**Email:**

**Phone:**  
**Fax:**

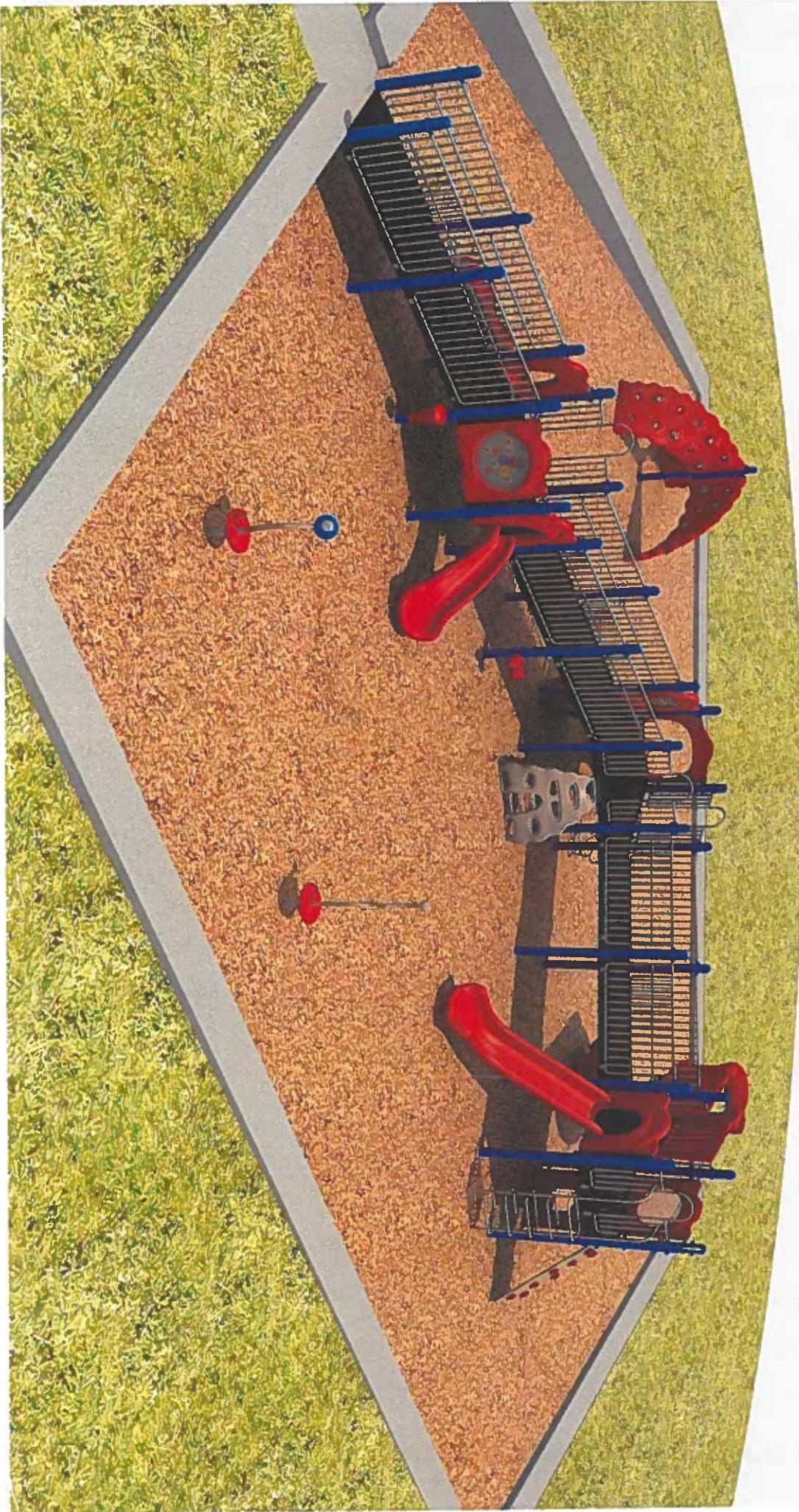
By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

Quote Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions  
Unless otherwise indicated all pricing good for 30 days from quote date













# QUOTE

Fry & Associates, Inc.

101 E 15th Ave, North Kansas City MO 64116  
t. 816-221-4825 f. 816-221-4831

Number  
Date

FRYQ66222  
Nov 22, 2024

| End User                                                                                         | Ship To                                                                           | Bill To                                                        |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------|
| City of Junction City-South Park<br>Joshua Gray<br>700 N Jefferson St<br>Junction City, KS 66441 | City of Junction City-South Park<br>700 N Jefferson St<br>Junction City, KS 66441 | City of Junction City<br>PO Box 287<br>Junction City, KS 66441 |

Here is the quote you requested.

| Associates | P.O. Number | Ship Via | Terms  |
|------------|-------------|----------|--------|
|            |             | Common   | Net 10 |

| Qty | Description                                                                                        | Unit Price  | Ext. Price  |
|-----|----------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | MX-22063 Slide Away                                                                                | \$47,129.00 | \$47,129.00 |
| 1   | SPF-0802 5" Single Post Swing Frame 8ft- 2 Bay                                                     | \$1,569.00  | \$1,569.00  |
| 4   | SS-0012 Belt Seat and Galvanized Chain Set (black)                                                 | \$94.00     | \$376.00    |
| 1   | FS-1810 Maze Go Round                                                                              | \$2,247.00  | \$2,247.00  |
| 1   | FS-1807 Vortex Spinner                                                                             | \$2,462.00  | \$2,462.00  |
| 1   | FS-1805 Orbital Spinner                                                                            | \$1,359.00  | \$1,359.00  |
| 83  | TB-5212 12" Timber Border with Spike                                                               | \$41.00     | \$3,403.00  |
| 1   | TB-6250 Half ADA Ramp w/adaptor for 12" Timber Borders                                             | \$577.00    | \$577.00    |
| 110 | WOODCARPET Wood Fiber                                                                              | \$30.69     | \$3,375.90  |
| 1   | Install Equipment Installation- MX-22063, SPF-0802, SS-0012, FS-1810, FS-1807, FS-1805, Woodcarpet | \$37,100.00 | \$37,100.00 |

Note: An additional charge may apply if solid rock is encountered. Fry & Associates shall notify the client in writing prior to incursion of additional fees related to the rock

Continued On Next Page ...



| Qty                                                  | Description | Unit Price      | Ext. Price          |
|------------------------------------------------------|-------------|-----------------|---------------------|
| Please contact me if I can be of further assistance. |             | <b>SubTotal</b> | \$99,597.90         |
|                                                      |             | <b>Tax</b>      | \$0.00              |
|                                                      |             | <b>Shipping</b> | \$7,200.00          |
|                                                      |             | <b>Total</b>    | <b>\$106,797.90</b> |

**Shipping Contact:** Joshua Gray  
**Email:** joshua.gray@jcks.com

**Phone:** 7852104006  
**Fax:**

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

Quote Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions  
Unless otherwise indicated all pricing good for 30 days from quote date



Fry & Associates, Inc.

101 E 15th Ave, North Kansas City MO 64116

t. 816-221-4825 f. 816-221-4831

# QUOTE

Number

FRYQ66221

Date

Nov 22, 2024

## End User

City of Junction City-MLK Park

Joshua Gray

1200 N Franklin St

Junction City, KS 66441

## Ship To

City of Junction City

1200 N Franklin St

Junction City, KS 66441

## Bill To

City of Junction City

PO Box 287

Junction City, KS 66441

Here is the quote you requested.

| Associates | P.O. Number | Ship Via | Terms  |
|------------|-------------|----------|--------|
|            |             | Common   | Net 10 |

| Qty | Description                                                                                          | Unit Price  | Ext. Price  |
|-----|------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | MX-22064 Climb n Challenge                                                                           | \$45,427.00 | \$45,427.00 |
| 1   | ASF-500802 5" Arch Swing Frame 8ft- 2 Bay                                                            | \$2,622.00  | \$2,622.00  |
| 4   | SS-0012 Belt Seat and Galvanized Chain Set (Black)                                                   | \$94.00     | \$376.00    |
| 1   | SR-2009 Pony Spring Rider                                                                            | \$530.00    | \$530.00    |
| 1   | SR-2005 Frog Spring Rider                                                                            | \$530.00    | \$530.00    |
| 1   | SR-2225 Orbital Spring Rider                                                                         | \$3,584.00  | \$3,584.00  |
| 70  | TB-5212 12" Timber Border with Spike                                                                 | \$41.00     | \$2,870.00  |
| 1   | TB-6250 Half ADA Ramp w/adaptor for 12" Timber Borders                                               | \$577.00    | \$577.00    |
| 82  | WOODCARPET Wood Fiber                                                                                | \$30.69     | \$2,516.58  |
| 1   | Install Equipment Installation- MX-22064, ASF-500802, SS-0012, SR-2009, SR-2005, SR-2225, Wood Fiber | \$35,500.00 | \$35,500.00 |

Note: An additional charge may apply if solid rock is encountered. Fry & Associates shall notify the client in writing prior to incursion of additional fees related to the rock

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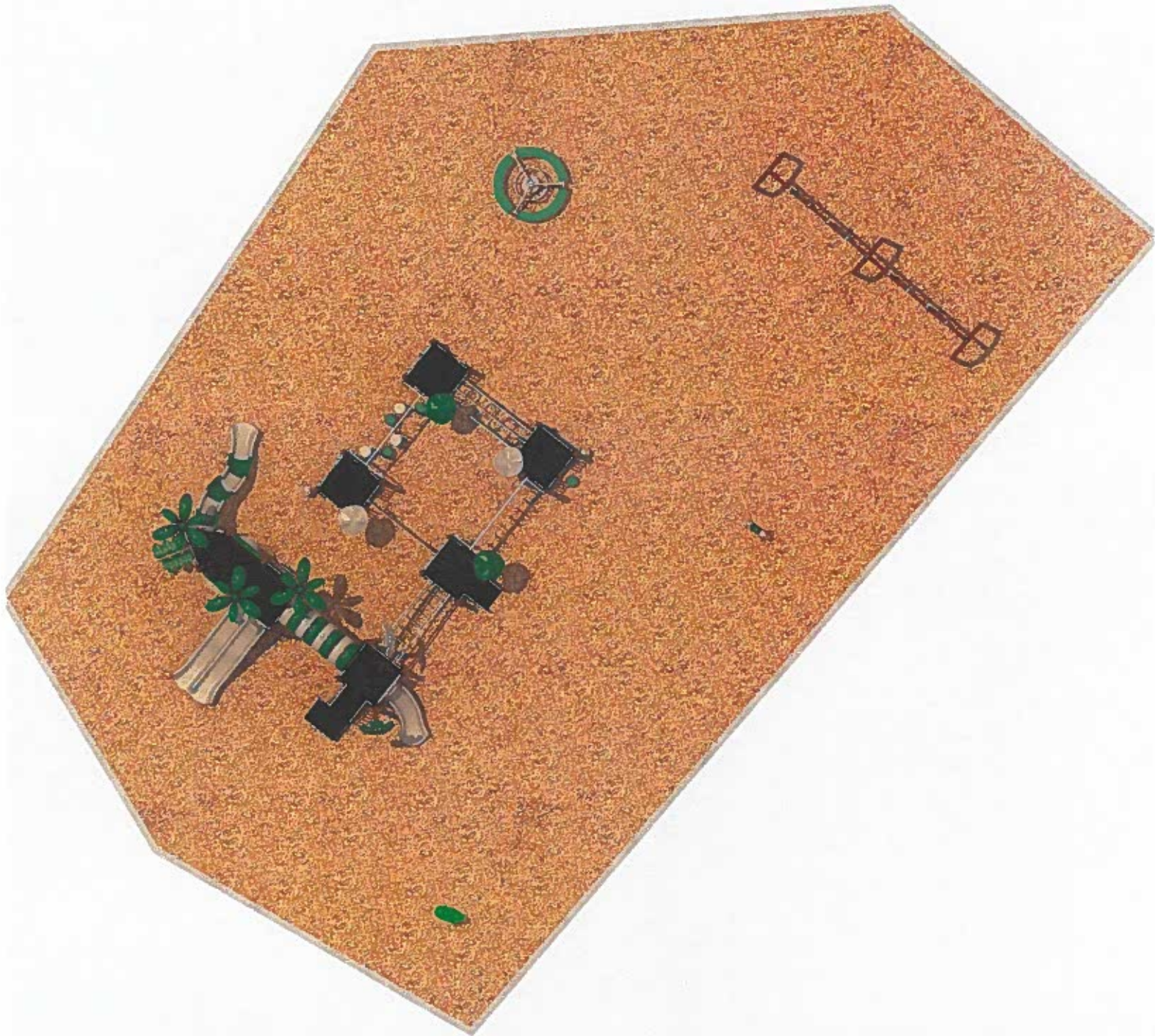
| Qty                                                  | Description | Unit Price      | Ext. Price         |
|------------------------------------------------------|-------------|-----------------|--------------------|
| Please contact me if I can be of further assistance. |             | <b>SubTotal</b> | \$94,532.58        |
|                                                      |             | <b>Tax</b>      | \$0.00             |
|                                                      |             | <b>Shipping</b> | \$4,542.00         |
|                                                      |             | <b>Total</b>    | <b>\$99,074.58</b> |

**Shipping Contact:** Marting Luther King Jr Park  
**Email:** joshua.gray@jcks.com

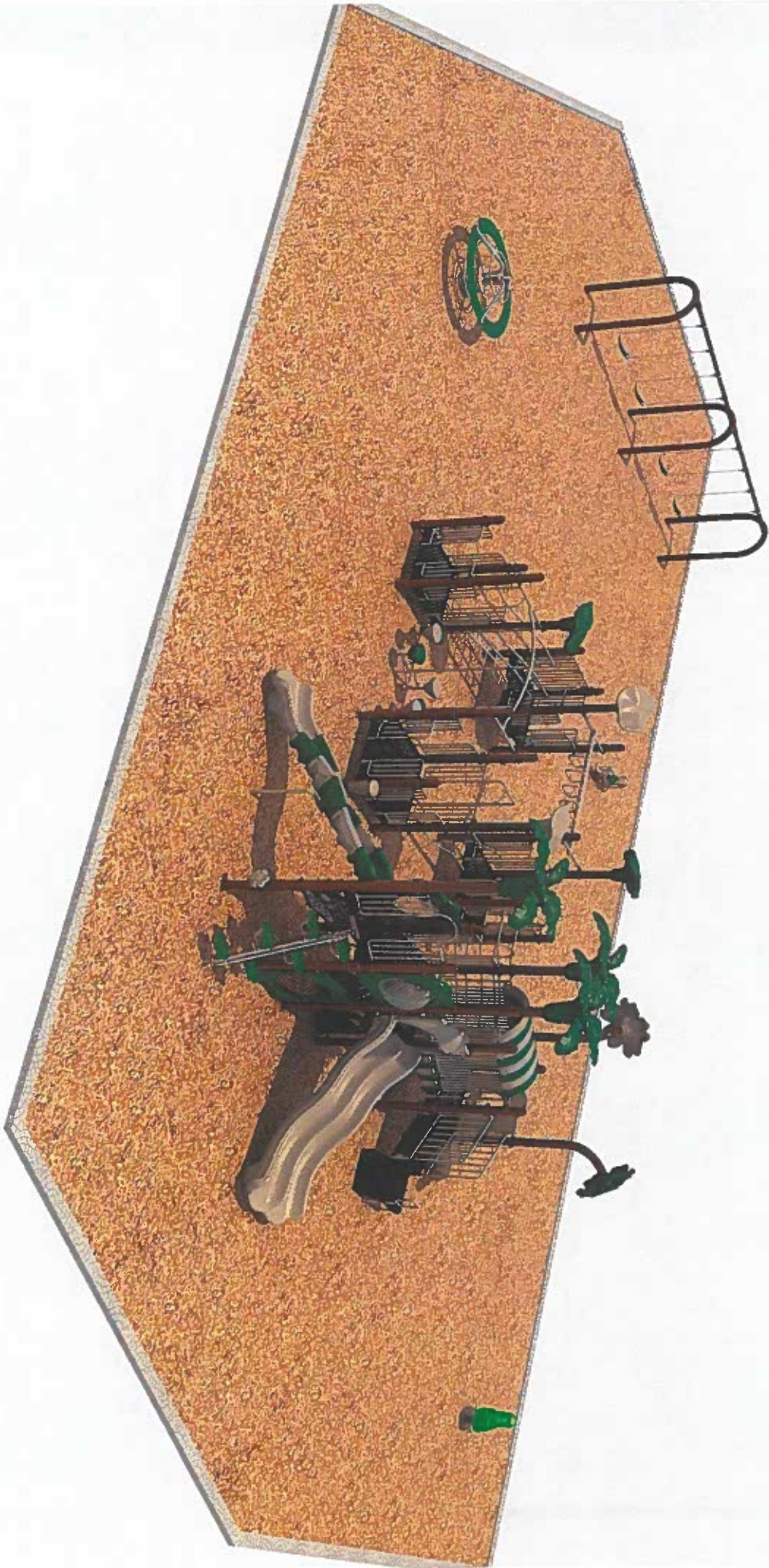
**Phone:** 7852104006  
**Fax:**

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

Quote Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions  
Unless otherwise indicated all pricing good for 30 days from quote date









Fry & Associates, Inc.

101 E 15th Ave, North Kansas City MO 64116  
t. 816-221-4825 f. 816-221-4831

# QUOTE

Number FRYQ66224  
Date Nov 22, 2024

| End User                                                                                    | Ship To                                                                             | Bill To                                                            |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| City of Junction City-Bramlage P<br>Joshua Gray<br>Bramlage Park<br>Junction City, KS 66441 | City of Junction City-Bramlage Park<br><br>Bramlage Park<br>Junction City, KS 66441 | City of Junction City<br><br>PO Box 287<br>Junction City, KS 66441 |

Here is the quote you requested.

| Associates | P.O. Number | Ship Via | Terms  |
|------------|-------------|----------|--------|
|            |             | Common   | Net 10 |

| Qty | Description                                                                                                 | Unit Price  | Ext. Price  |
|-----|-------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | KP-22014 Triple Play                                                                                        | \$34,938.00 | \$34,938.00 |
| 1   | SPF-0802 5" Single Post Swing Frame 8ft- 2 Bay                                                              | \$1,569.00  | \$1,569.00  |
| 2   | SS-0012 Belt Seat and Galvanized Chain Set (Black)                                                          | \$94.00     | \$188.00    |
| 2   | SS-0011 Bucket Seat and Galvanized Chain Set (black)                                                        | \$143.00    | \$286.00    |
| 1   | SR-2013 Speedboat Spring Rider                                                                              | \$739.00    | \$739.00    |
| 1   | SR-2008 Motorcycle Spring Rider                                                                             | \$718.00    | \$718.00    |
| 82  | TB-5212 12" Timber Border with Spike                                                                        | \$41.00     | \$3,362.00  |
| 1   | TB-6250 Half ADA Ramp w/adaptor for 12" Timber Borders                                                      | \$577.00    | \$577.00    |
| 66  | WOODCARPET Wood Fiber                                                                                       | \$30.69     | \$2,025.54  |
| 1   | Install Equipment Installation- KP-22014, SPF-0802, SS-0012, SS-0011, SR-2013, SR-2008, TB-5212, Woodcarpet | \$26,500.00 | \$26,500.00 |

Note: An additional charge may apply if solid rock is encountered. Fry & Associates shall notify the client in writing prior to incursion of additional fees related to the rock

Continued On Next Page ...

| Qty                                                  | Description | Unit Price      | Ext. Price         |
|------------------------------------------------------|-------------|-----------------|--------------------|
| Please contact me if I can be of further assistance. |             | <b>SubTotal</b> | \$70,902.54        |
|                                                      |             | <b>Tax</b>      | \$0.00             |
|                                                      |             | <b>Shipping</b> | \$3,800.00         |
|                                                      |             | <b>Total</b>    | <b>\$74,702.54</b> |

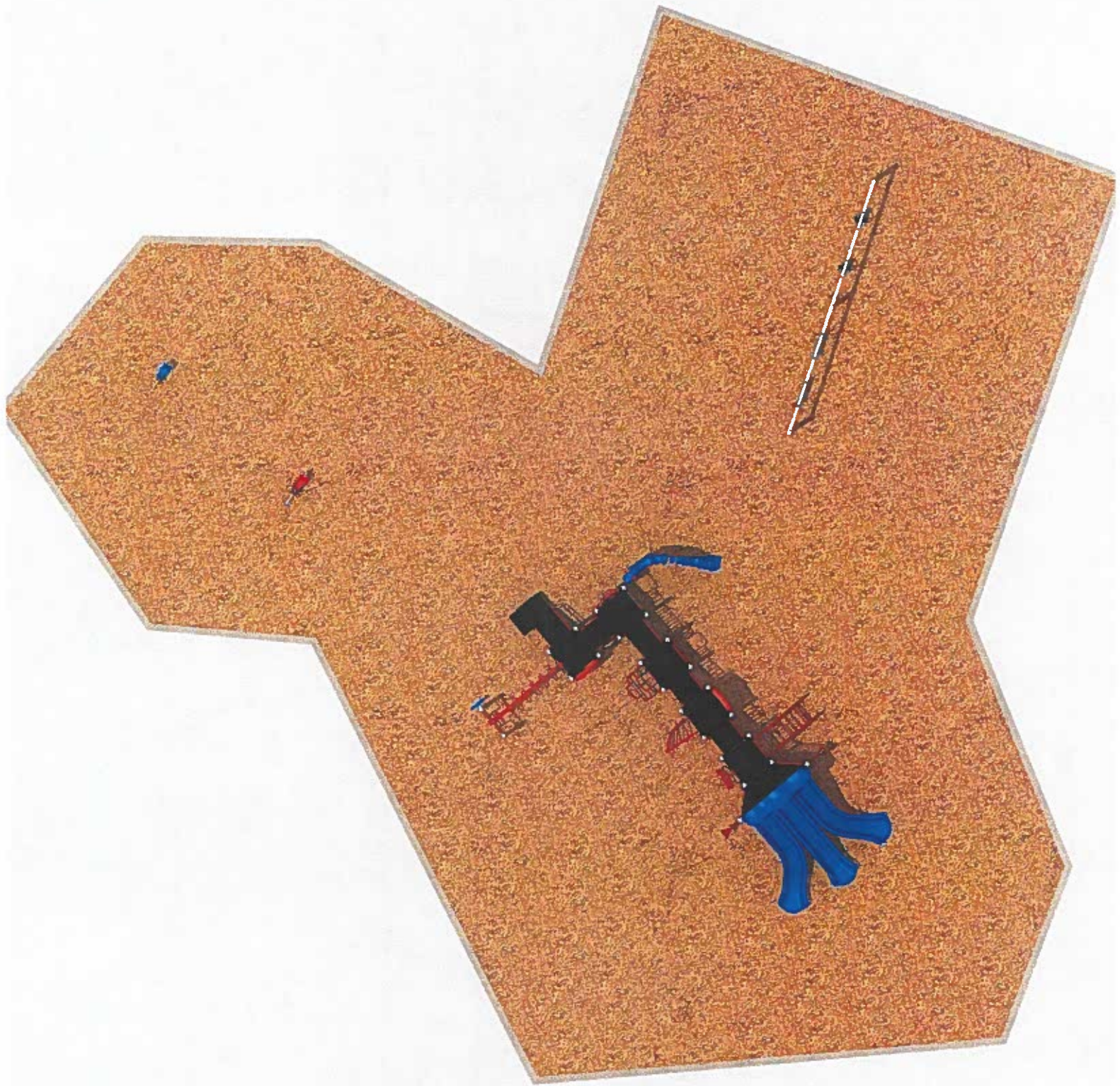
**Shipping Contact:** Joshua Gray  
**Email:** joshua.gray@jcks.com

**Phone:** 7852104006  
**Fax:**

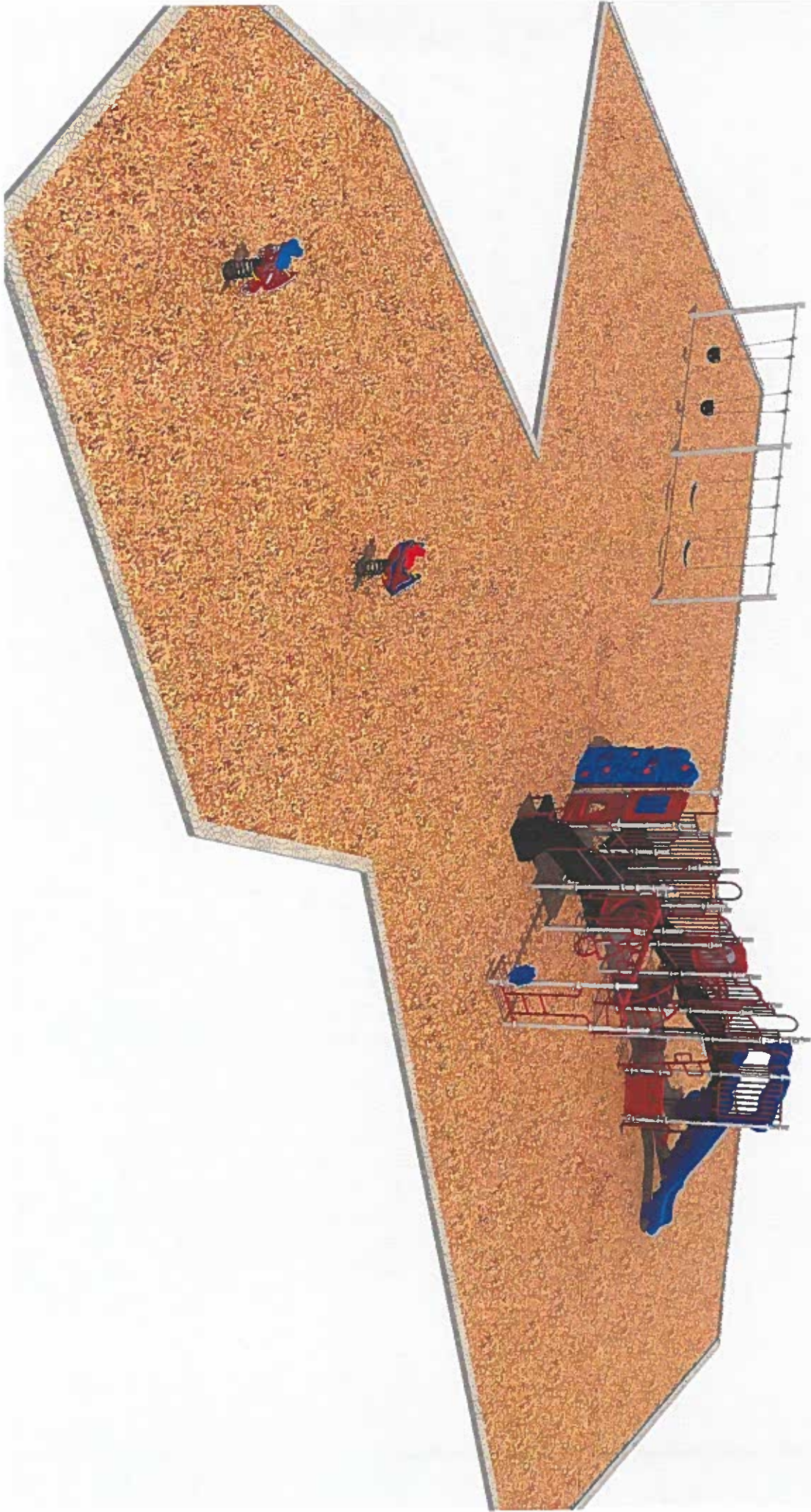
By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

Quote Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions  
Unless otherwise indicated all pricing good for 30 days from quote date









# City of Junction City

## City Commission

### Agenda Memo

12/17/2024

**From:** Joshua Gray, Parks and Recreation Director

**To:** Gerry Vernon, Interim City Manager, and City Commission

**Subject:** Coronado Park Playground

---

**Objective:** Approval of the purchase of new playground equipment at Coronado Park

**Explanation of Issue:** The playground equipment at Coronado Park is in need of replacement. The equipment has surpassed its useful life. Replacement of the equipment has been made possible with a partnership between the Junction City South Kiwanis, I.C.A.R.E, and the City of Junction City.

The City has received two bids using the Greenbush Purchasing Cooperative, per Section 3.11 of the Fiscal Policy. Fry Park Playground and Equipment at \$209,909.20 and Athco at \$290,302.50

Currently we have 10 City parks with playground equipment. Most of the playgrounds house equipment from various playground companies, some of which no longer exist. This makes replacement parts for equipment very difficult to find. Athco has provided the Landscape Structures equipment at Playground Park. In addition, Landscape Structures provided the equipment at The Bluffs Park and Buffalo Soldier Park. City Staff, Junction City South Kiwanis, and I.C.A.R.E. recommend the purchase of playground equipment for Coronado from Athco in the amount of \$290,302.50.

Staff realizes that Athco is not the lowest bidder; however, due to the quality and longevity of the equipment, staff recommends awarding the bid to Athco.

**Budget Impact:** This will be paid for with \$250,000 in ARPA funds and the remaining \$40,305.50 from the 2025 Parks and Recreation budget. The \$40,305.50 will be reimbursed by the Junction City South Kiwanis and I.C.A.R.E.

**Alternatives:**

1. Approve, Disapprove, Modify, Table

**Recommendation:** City Staff recommends the purchase of playground equipment from Athco in the amount of \$290,302.50.

**Suggested Motion:** I \_\_\_\_\_ recommend the approval to move forward with the purchase of a playground equipment from Athco in the amount of \$290,302.50.

**Enclosures:** Bids



Quality Play for All  
[www.PlayJC.org](http://www.PlayJC.org)  
PO Box 411  
Junction City, KS 66441

November 22, 2024

RE: Letter of Support for Athco

Dear Commissioners,

The **Quality Play for All** non-profit is writing to express our strong support for the selection of Athco equipment in response to the most recent bid request from JC Parks and Recreation. While Athco may not represent the lowest bid, the value they bring through their **quality, reliability, and exceptional support** makes them the ideal choice for this project.

Athco is a well-established company with a **proven track record** of excellence in both product quality and customer care. A prime example of their capabilities can be seen in the equipment installed at the 5th Street Playground Park. The durability, design, and overall quality of that installation set a high standard, which we can confidently expect to see replicated in future projects.

Additionally, our strong working relationship with Athco has provided us with increased access to their design services and ongoing support. Their commitment to partnering with us ensures that we are not only purchasing equipment but also investing in a trusted collaboration that will benefit our community for years to come. Athco has consistently demonstrated their ability to deliver on their promises, making them a **tested and reliable partner**.

While cost is always an important consideration, the peace of mind that comes with knowing the equipment is backed by a company of Athco's caliber is invaluable. Their dedication to standing behind their products, coupled with their **excellent service**, ensures that we are making a sound and sustainable investment in our parks.

We wholeheartedly recommend moving forward with Athco for this project. Their expertise, quality, and commitment to excellence make them the best choice for JC Parks and Recreation. Thank you for considering our recommendation. Please feel free to reach out if you have any questions or require additional information.

Sincerely Yours,

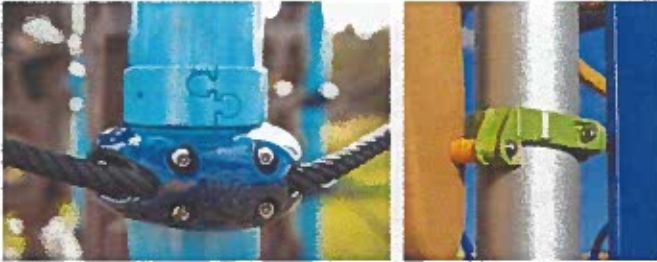
*Angie Greenwood*      *Kendall M. Schoenrock*

Angie Greenwood and Kendall Schoenrock  
Quality Play for All



# Quality Matters...

*SL*  
landscape  
structures®



360° clamp compression = equal pressure around post



Heaviest & thickest decks in the industry with 5/16" perf. holes = large enough for drainage, but small enough to not hurt little fingers

DigiFuse for stock or custom artwork – stays bright & durable over the life of the playground



Moving slide footer to adjust for freeze/thaw cycles

**AATHCO**  
Your Premier Athletic & Recreation Source

## Others



Direct bolt = shear loading at only two attachment points



Large holes and thinner-coated decks



Sticker



Non-moving slide footers



*SL*  
landscape  
structures®



# Quality Matters...

## landscape structures®



20mm six-stranded  
galvanized-steel  
reinforced polyester-  
wrapped cables

Aluminum connectors for  
maximum durability



3/4" Permalene  
handholds and panels  
for maximum durability  
& design aesthetic



TenderTuff coated climber -  
same as our decks



## Others



Plastic connectors and  
smaller diameter  
cables/rope



Hollow plastic  
panels or pipe



Non-coated  
climber



Hollow plastic  
climbers



**ATHCO**  
Your Premier Athletic & Recreation Source

landscape  
structures®

# Design Matters...

A properly designed playground will engage the seven senses. Through sensory play, children discover their world and how to be successful in it. They develop behaviors based on what they touch, see, hear, taste, smell, and how they move and position their body in space. Sensory-rich playgrounds allow children to integrate and develop their senses and the more they play, the more they develop skills necessary to engage, change, and impact the world around them.



Art



Auditory



Language & Literacy



Motor Planning



Music



Nature



Proprioception



Social Imagination



Tactile



Vestibular



Visual





# Coronado Park 5-12

Model Information

Junction City, KS

June 18, 2024

1175373-01-03

PLAYBOOSTER (5-12 YEARS)



**Circular Horizontal Ladder**



**Clatterbridge (123") w/Barriers**



**Grid Walk w/Barriers**



**SwiggleKnots™ Bridge**



**TightRope™ Bridge**



**Balcony Deck**



**Zoo Panel**



**E-Pod® Step**



**Grab Bar**

Models shown include standard play products only.

**For a better tomorrow  
we play today.®**

[playlsi.com](http://playlsi.com)

**Proudly presented by:**



# Coronado Park 5-12

Model Information

Junction City, KS

June 18, 2024

1175373-01-03

PLAYBOOSTER (5-12 YEARS)



**Handhold Leg Lift**



**Handloop Assembly**



**Pod Climber® 10"**



**Pod Climber® 16"**



**Pod Climber® 24"**



**Pod Climber® 30"**



**Curva® Spinner**



**Wobble Pod® Bouncer**



**Belt Seat w/Chains**

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Coronado Park 5-12

Model Information

Junction City, KS

June 18, 2024

1175373-01-03

PLAYBOOSTER (5-12 YEARS)



**Cloudburst® Slide**



**Double Swoosh Slide®**



**WhooshWinder® Slide**



**Deck Link w/Steel Barriers**



**Dot-to-Dot Climber**



**O-Zone® 3-Ring Climber w/Permalene®  
Handholds**



**Ring Tangle® Climber w/Handhold  
Panels**



**Vertical Ascent® Climber**



**GeoPlex® Ground-To-Deck Triple  
Climber**

Models shown include standard play products only.

For a better tomorrow  
we play today.®

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Coronado Park Stepper

Made in the U.S.A. Statement

Junction City, KS      June 18, 2024      1175373-01-03  
FREESTANDING PLAY (13+ YEARS)

## Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.\*  
This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product  
Made in the U.S.A.**

**97%**

Calculation includes standard play products only.

\*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow  
we play today.\*

[playlsi.com](http://playlsi.com)

Proudly presented by:



# Coronado Park 5-12

Model Information

Junction City, KS

June 18, 2024

1175373-01-03

PLAYBOOSTER (5-12 YEARS)



Full Bucket Seat w/Chains



Single Post Swing Frame



Single Post Swing Frame Additional Bay

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Coronado Park 2-5

Model Information

Junction City, KS

June 18, 2024

1175373-01-03 PLAYSHAPER  
(2-5 YEARS)



**SlideWinder2®**



**Step Deck**



**Block Panel**



**Bubble Panel**



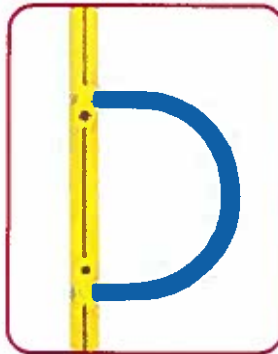
**Mirror Panel**



**Slant Window Panel**



**Tracing Panel**



**Handloop**



**Cozy Dome®**

Models shown include standard play products only.

For a better tomorrow  
we play today.®

[playtsi.com](http://playtsi.com)

Proudly presented by:





# Coronado Park 2-5

Model Information

Junction City, KS

June 18, 2024

1175373-01-03 PLAYSHAPER

(2-5 YEARS)



**Saddle Spinner**

Models shown include standard play products only.

For a better tomorrow  
we play today.™

[playlsi.com](http://playlsi.com)

Proudly presented by:





# Coronado Park Stepper

Model Information

Junction City, KS      June 18, 2024      1175373-01-03  
FREESTANDING PLAY (13+ YEARS)



HealthBeat® Cardio Stepper



A



A

Models shown include standard play products only.

For a better tomorrow  
we play today.®

[playlsi.com](http://playlsi.com)

Proudly presented by:





slr  
landscape  
structures

Coronado Park

1175373-01-03-01 • 06.06.2024

**AATHCO**  
Blue Planetwide Activities & Recreation Group

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landscape  
structures

Coronado Park

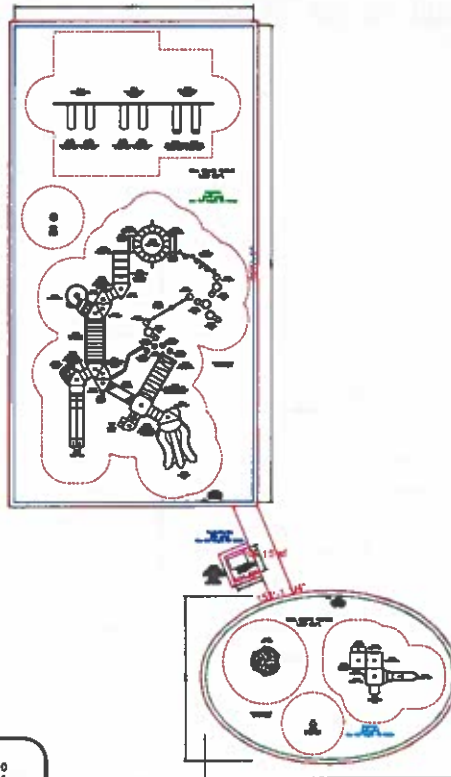
1175373-01-03-02 • 06.06.2024

  
Best Member Available to Recreation Source

©2024 Landscape Structures. All Rights Reserved



"OVERHEAD STRUCTURES WHICH USE ZONES OF PLASTICIZED EQUIPMENT THAT ARE NOT PART OF THE PLAY STRUCTURE (FOR EXAMPLE, TREE LIMBS) SHALL BE AT LEAST 64 IN. (2130mm) ABOVE EACH DESIGNATED PLAY SURFACE OR 64 IN. (2130mm) ABOVE THE POINT POINT OF SURFACE.



|                                                  |    |          |   |
|--------------------------------------------------|----|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 10 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0  | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 6  | REQUIRED | 5 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 17 | REQUIRED | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 9  | REQUIRED | 9 |

|                                                  |   |          |   |
|--------------------------------------------------|---|----------|---|
| TOTAL ELEVATED PLAY COMPONENTS                   | 5 |          |   |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP     | 0 | REQUIRED | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 5 | REQUIRED | 3 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN   | 2 | REQUIRED | 2 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 2 | REQUIRED | 2 |



ATHCO, L.L.C.  
Beau Barnthson



It is the manufacturer's special task  
to play this role with regard to  
the ABA Accessibility Standards,  
aiming at accessible products  
starting in principle, as required, in  
order to be able to sell.

[illegible][illegible]

100%  
 AVAILABLE  
 100%  
 100%

DESIGNED BY:  
NAJ  
COMPILED 6/8/2004  
LAWSONIC STRUCTURES, INC.  
204 N. STATE ST. # 200, ST. LOUIS, MO 63101  
PHONE: (314) 433-1234  
FAX: (314) 433-1235

|         |                |         |
|---------|----------------|---------|
| 1/15/73 | 1175373-01-02  | USA     |
| 1/30/73 | 1175373-01-01  | USA     |
| State   | Aviation Group | subject |

# Quote



ATHCO Acquisition Corp.  
13500 W. 108th St.  
Lenexa, KS 66215  
P: 800-255-1102 F: 913-469-8134  
athco@athcollc.com

Date: 6/18/2024  
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Josh Gray  
Parks and Rec  
Coronado Park  
Junction City, KS

Payment Terms Net 30 days

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                   | QTY | UNIT PRICE | TOTAL         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|---------------|
| <b>PlayBooster 5-12 Structure:</b> Clatterbridge, Grid Walk, SwiggleKnots Bridge, TightRope Bridge, GeoPlex Ground-to-Deck Triple Climber, (3) Deck Link Climbers, Dot-to-Dot Climber, O-Zone 3-ring Climber, Ring Tangle, Vertical Ascent, Balcony Deck, (3) Zoo Panels, (3) E-Pod Seats, Grab Bar, Handhold Leg Lift, (2) Handloop Assemblies, Circular Horizontal Ladder, Cloudburst Triple Slide, Double Swoosh Slide, WhooshWinder Slide | 1   | \$ -       | \$ 305,581.58 |
| <b>PlayBooster 5-12 Freestanding Play:</b> (4) Pod Climbers (various heights), Curva Spinner, (4) Wobble Pods, (3) Bay Single Post Swing with (4) bell seats and (2) full bucket seats                                                                                                                                                                                                                                                        | 1   | \$ -       | \$ -          |
| <b>Welcome Sign 5-12</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | 1   | \$ -       | \$ -          |
| <b>PlayShaper 2-5 Structure:</b> Step Deck Climber, Block Panel, Bubble Panel, Mirror Panel, Slant Window Panel, Tracing Panel, Handbar, SlideWinder2 Slide                                                                                                                                                                                                                                                                                   | 1   | \$ -       | \$ -          |
| <b>PlayShaper 2-5 Freestanding Play:</b> Saddle Spinner, Cozy Dome                                                                                                                                                                                                                                                                                                                                                                            | 1   | \$ -       | \$ -          |
| <b>Welcome Sign 2-5</b>                                                                                                                                                                                                                                                                                                                                                                                                                       | 1   | \$ -       | \$ -          |
| <b>Cardio Stepper 13+ w/HeathBeat Sign</b> (materials cost - \$9730)                                                                                                                                                                                                                                                                                                                                                                          | 1   | \$ -       | \$ -          |
| <b>EWf</b> - Approximately 7155 SF total in 3 areas                                                                                                                                                                                                                                                                                                                                                                                           | 1   | \$ -       | \$ -          |
| <b>Concrete</b> - Approximately 110 SF Sidewalk and 500 LF total curbing in 3 areas                                                                                                                                                                                                                                                                                                                                                           | 1   | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | \$ -       | \$ -          |

NOTES: 50% down payment due at time of order; balance to be invoiced upon completion. Scope of work includes: Offloading new equipment, digging and pouring footings, labor to install equipment listed above, new concrete borders, sidewalk connecting play areas, and engineered wood fiber (EWf) materials with installation. Scope of work does not include: site prep or removal and disposal of existing structures. Assumes maximum 2% grade.

|                                                 |                      |
|-------------------------------------------------|----------------------|
| SUBTOTAL                                        | \$ 305,581.58        |
| INSTALLATION OPTION                             | Included             |
| FREIGHT                                         | Included             |
| SALES TAX - N/A                                 | N/A                  |
| GREENBUSH CONTRACT #20.6 ESC-PLAYGROUND-REC2021 | \$ (15,279.08)       |
| <b>Quote Total</b>                              | <b>\$ 290,302.50</b> |

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!



Fry & Associates, Inc.

101 E 15th Ave, North Kansas City MO 64116  
t. 816-221-4825 f. 816-221-4831

# QUOTE

**Number** FRYQ66223  
**Date** Nov 22, 2024

| End User                                                         | Ship To                                                  | Bill To                                                            |
|------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------|
| City of Junction City-Coronado P<br>Joshua Gray<br>Coronado Park | City of Junction City-Coronado Park<br><br>Coronado Park | City of Junction City<br><br>PO Box 287<br>Junction City, KS 66441 |

Here is the quote you requested.

| Associates | P.O. Number | Ship Via | Terms  |
|------------|-------------|----------|--------|
|            |             | Common   | Net 10 |

| Qty | Description                                            | Unit Price  | Ext. Price  |
|-----|--------------------------------------------------------|-------------|-------------|
| 1   | MX-22061 Max Towers (Price W/O Shade)                  | \$59,040.00 | \$59,040.00 |
| 2   | SPHS-1414 6 Post Hexagon Shade 14ft x 14ft             | \$4,113.00  | \$8,226.00  |
| 1   | RC-1807 Denali                                         | \$10,208.00 | \$10,208.00 |
| 1   | FS-1803 Rocket Spinner                                 | \$1,228.00  | \$1,228.00  |
| 1   | ASF-500803 5" Arch Swing Frame 8ft- 3 Bay              | \$3,590.00  | \$3,590.00  |
| 6   | SS-0012 Belt Seat and Galvanized Chain Set (black)     | \$94.00     | \$564.00    |
| 1   | MX-42649 Custom Maximo Unit, 5" Galvanized Post-1233   | \$21,330.00 | \$21,330.00 |
| 1   | FS-1604 Ball Spinner                                   | \$1,614.00  | \$1,614.00  |
| 1   | SR-2005 Frog Spring Rider                              | \$530.00    | \$530.00    |
| 1   | SR-1404 Two Seat Seesaw - Two Springs                  | \$1,275.00  | \$1,275.00  |
| 1   | FS-0008 Single Sky Runner                              | \$904.00    | \$904.00    |
| 130 | TB-5212 12" Timber Border with Spike                   | \$41.00     | \$5,330.00  |
| 1   | TB-6250 Half ADA Ramp w/adaptor for 12" Timber Borders | \$577.00    | \$577.00    |
| 280 | WOODCARPET Wood Fiber                                  | \$30.69     | \$8,593.20  |
| 1   | Install Equipment Installation                         | \$75,800.00 | \$75,800.00 |

Note: An additional charge may apply if solid rock is encountered. Fry & Associates shall notify the client in writing prior to incursion of additional fees related to the rock

Continued On Next Page ...

| Qty                                                  | Description | Unit Price      | Ext. Price          |
|------------------------------------------------------|-------------|-----------------|---------------------|
| Please contact me if I can be of further assistance. |             | <b>SubTotal</b> | \$198,809.20        |
|                                                      |             | <b>Tax</b>      | \$0.00              |
|                                                      |             | <b>Shipping</b> | \$11,100.00         |
|                                                      |             | <b>Total</b>    | <b>\$209,909.20</b> |

**Shipping Contact:** Joshua Gray  
**Email:** joshua.gray@jcks.com

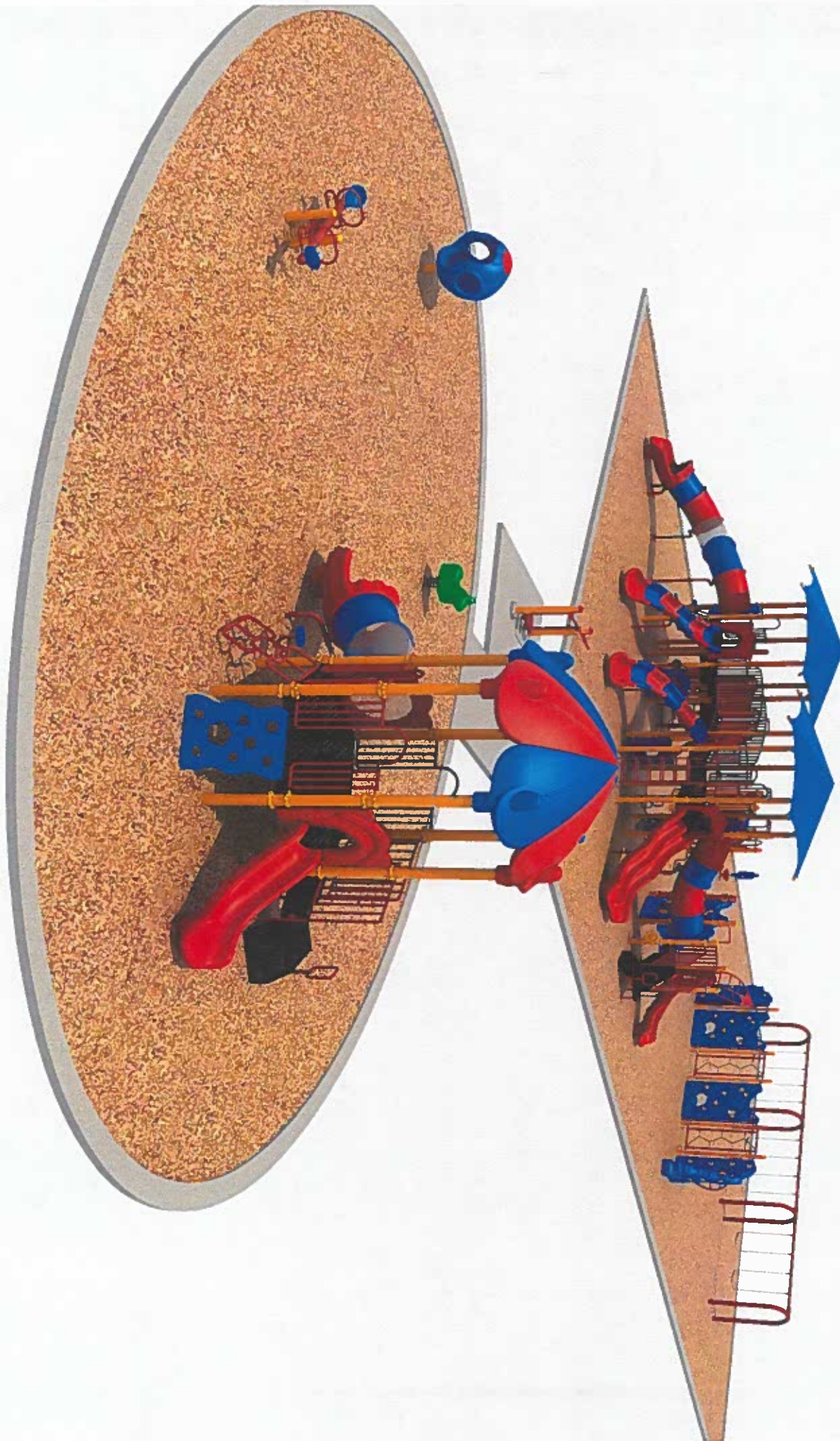
**Phone:** 7852104006  
**Fax:**

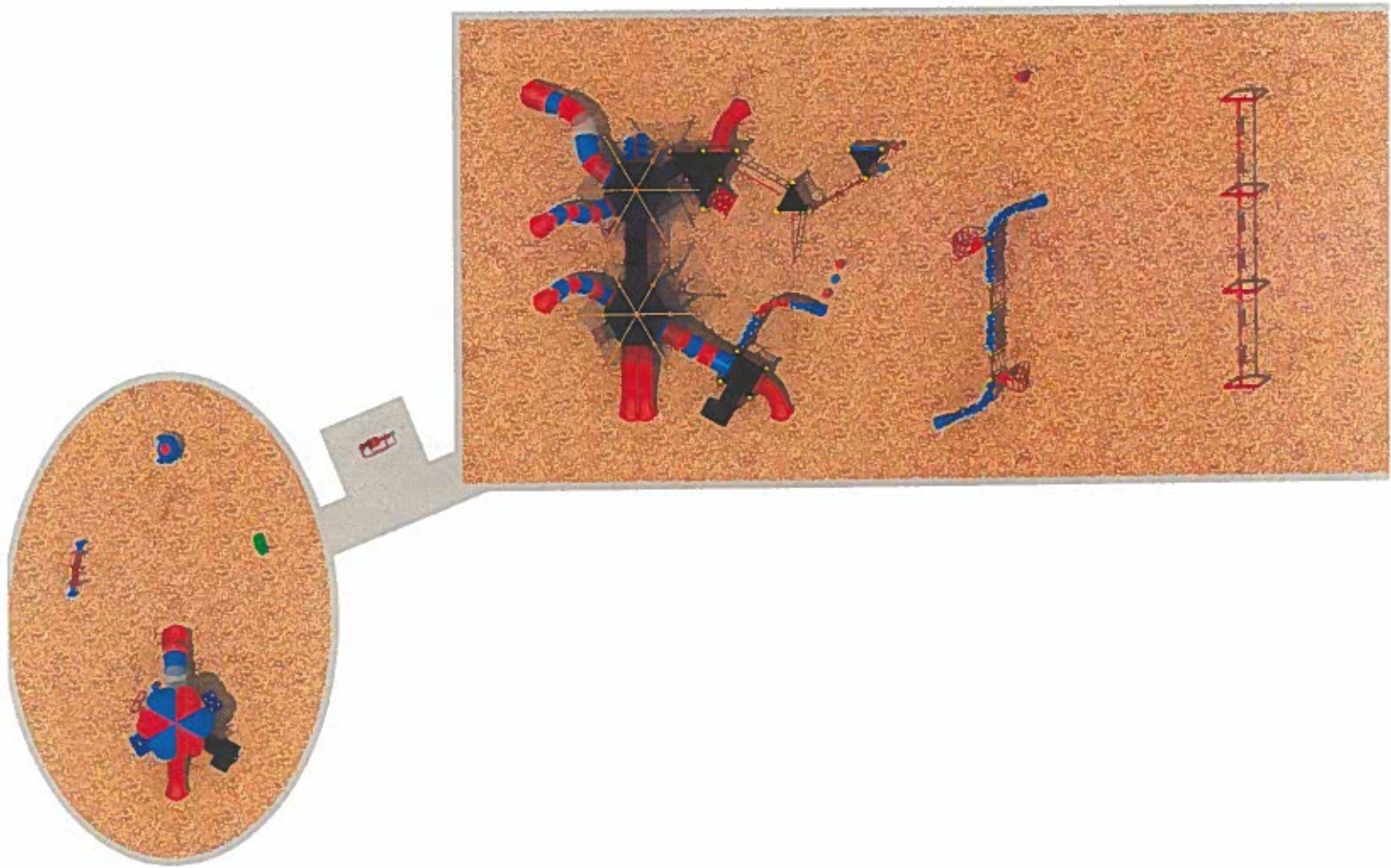
By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the

Quote Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions  
Unless otherwise indicated all pricing good for 30 days from quote date







# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Approval of Public Works ARPA Funding**

---

**Objective:** The consideration and approval to award the ARPA Funding for Street Projects.

**Explanation of Issue:** The City has budgeted \$1,656,783.70 for ARPA funding improvements. After the Police Dept., Fire Dept., and Parks Dept. received their share of the ARPA funding, that left the Public Works \$768,379.35 of ARPA funds to use.

The Public Works Dept. took bids on December 4<sup>th</sup> for the 2025 Street Maintenance Project and the 2025 Alley Repairs Project. The bids were as follows:

#### Alley Repairs

| BIDDER                        | BID          |
|-------------------------------|--------------|
| Stallbumer Contracting        | \$500,949.41 |
| T&M Concrete Construction Co. | \$561,485.22 |
| South-Central Sealing , LLC   | \$576,317.76 |
| Multicrete, LLC               | \$779,591.88 |

#### Street Maintenance

| BIDDER                       | BID AMOUNT     |
|------------------------------|----------------|
| Bayer Construction Co.       | \$1,216,904.30 |
| Shilling Constuction Company | \$1,325,748.50 |

The Engineer's Estimate for the Alley project was \$589,375.00 and Stallbaumer Contracting bid was \$88,425.59 below the Engineer's estimate.

The Engineer's Estimate for the Street Maintenance Project was \$1,250,497.75 and Bayer's bid was \$33,593.45 under the Engineer's estimate.

Public Works is seeking approval to award the \$500,949.41 of the 2025 Alley Repair project and \$267,429.94 of the 2025 Street Maintenance Project for a total of \$768,379.35 to use as ARPA funding.

**Budget Impact:** To use the ARPA Funding

**Alternatives:** The City Commission may approve, modify, table, or deny the bid request

**Recommendation:** City Staff recommends approval of the award of \$500,949.41 for the 2025 Alley Repair Project and \$267,429.94 of the 2025 Street Maintenance Project for a total of \$768,379.35 for ARPA funding.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of \$768,379.35 for ARPA Funding from the 2025 Alley Repairs Project and the 2025 Street Maintenance Project as presented.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Bid Tabs 2025 Alley Repairs & 2025 Street Maintenance



# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Award of Bid – 2025 Street Maintenance Program**

---

**Objective:** The consideration and approval of the award of bid for the 2025 Street Maintenance Program.

**Explanation of Issue:** The City has budgeted \$1,500,000.00 for street maintenance improvements within the 2025 Street budget. Kaw Valley Engineering developed preliminary plans, construction estimates and quantities of material for the bidding of the 2025 street maintenance project. Kaw Valley Engineering and City staff evaluated, identified various road segments, and localized areas for repairs as part of this program.

Kaw Valley Engineering advertised for bids through The Daily Union, the City's website, and direct solicitation. The bid opening was held on December 4<sup>th</sup> and received two bids for the 2025 Street Maintenance Project and the bid amounts are as follows:

| BIDDER                       | BID AMOUNT     |
|------------------------------|----------------|
| Bayer Construction Co.       | \$1,216,904.30 |
| Shilling Constuction Company | \$1,325,748.50 |

The Engineer's Estimate for the Street Maintenance Project was \$1,250,497.75 Bayer's bid was \$33,593.45 under the Engineer's estimate. The 2025 Street Maintenance Projects will consist of milling and overlaying Eisenhower from Ash St. to 6<sup>th</sup> St., Eisenhower Circle, Burke Dr. and Country Cub Lane and Country Club Terrance.

Using the \$267,429.94 for the ARPA funding the City is requesting to approve \$949,474.40 for the 2025 Street Maintenance Project.

**Budget Impact:** Funding for this project is available within the Street Fund.

**Alternatives:** The City Commission may approve, modify, table, or deny the bid request

**Recommendation:** City Staff recommends approval of the award of bid to Bayer Construction Co., of Manhattan, KS for the 2025 Street Maintenance Program in the amount of \$949,474.40.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of the 2025 Street Maintenance Program for \$949,474,40 to Bayer Construction Co. of Manhattan, KS as presented.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Kaw Valley Engineering, Inc. letter dated 12/5/2024, 2025 Street Maintenance Project-Bid Tabulation and Notice of Award

# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** Change Order #1 for Pavement Improvements for Fire Station #1

---

**Objective:** The consideration and approval for Change Order #1 for Pavement Improvements for Fire Station #1 in the amount of \$10,125.46.

**Explanation of Issue:** The City Commission approved the award of bid to Bayer Construction Company on September 3, 2024, for Pavement Improvements for Fire Station #1 & #2 and Grant Ave. North turnaround in the amount of \$243,382.00.

During removal of the pavement on Fire Station #1, the contractor discovered that the soil subgrade was saturated from water, and they needed to remove the saturated soil to stabilize the subbase. In stabilizing the subbase, they had to add an additional 51 C.Y. of base rock which increased the project cost by \$10,125.46. The new contract amount will be \$253,507.46.

**Budget Impact:** Funding for this project is available within the Street Fund.

**Alternatives:** The City Commission may approve, modify, table, or deny the bid request

**Recommendation:** City Staff recommends approval of change Order #1 to Bayer Construction Company in the amount of \$10,125.46.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve Change Order #1 for Pavement Improvements for Fire Station #1 in the amount not to exceed \$10,125.46 to Bayer Construction Company as presented.

Commissioner \_\_\_\_\_seconded the motion.

**Enclosures:** Change Order #1 and Pay request #1.

00430  
CHANGE ORDER

Order No. One (1)

Date: December 3, 2024

Agreement Date: September 18, 2024

Name of Project: Pavement Improvements for Fire Station No. 1 & No. 2 and  
Grand Avenue North – Junction City, Kansas

Owner: City of Junction City

Contractor: Bayer Construction Company, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

**Foundation Stabilization at Fire Station No. 1 51.38 C.Y. @ \$197.07 ..... \$10,125.46**

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$243,382.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$10,125.46

The new Contract Price including this CHANGE ORDER will be \$253,507.46

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 23 calendar days.

The date for completion of all work will be Dec. 24<sup>th</sup>, 2024 (Date).

Requested by: Bayer Construction Company, Inc.

(Signature)

12/3/2024  
(Date)

Recommended by: Kaw Valley Engineering, Inc.

(Signature)

12/23/24  
(Date)

Accepted by: City of Junction City

(Signature)

(Date)

END OF SECTION 00430

CHANGE ORDER NO. 1 – December 3, 2024

A24D1905 – Pavement Improv. for Fire Station No. 1 & No. 2 and Grant Avenue North, JCKS

CHANGE ORDER – SECTION 00430

KAW VALLEY ENGINEERING, INC. – 6.01

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PAGE 1 OF 1

**CITY OF JUNCTION CITY, KANSAS  
Request for Payment**

Date: December 3, 2024 Page: 1  
 Request No.: One (1) From: 10/03/24 To: 11/27/24 Project No.: A24D1905  
 Location: Junction City, Kansas  
 Contractor: Bayer Construction Company, Inc.  
 Improvement: Pavement Improvements for Fire Station No. 1 & No. 2 and Gran: Avenue North

| No. | Item                                                                                | Bid<br>Schedule<br>Quantity | Unit | Unit Price  | Contract<br>Price                    | Units<br>Completed | Value of<br>Work<br>Completed |
|-----|-------------------------------------------------------------------------------------|-----------------------------|------|-------------|--------------------------------------|--------------------|-------------------------------|
| 1.  | Mobilization                                                                        | 1                           | L.S. | \$8,070.00  | \$8,070.00                           | 0.75               | \$6,052.50                    |
| 2.  | Erosion Control                                                                     | 1                           | L.S. | \$1,710.00  | \$1,710.00                           | 0.75               | \$1,282.50                    |
| 3.  | Common Excavation                                                                   | 555                         | C.Y. | \$60.40     | \$27,972.00                          | 529                | \$26,661.60                   |
| 4.  | Sidewalk Construction                                                               | 43                          | S.Y. | \$98.00     | \$4,128.00                           | 43                 | \$4,128.00                    |
| 5.  | Concrete Pavement (8" Uniform) (AE)                                                 | 670                         | S.Y. | \$86.00     | \$57,820.00                          | 640                | \$55,040.00                   |
| 6.  | Concrete Pavement (8" Uniform) (AE) (NRDJ)                                          | 751                         | S.Y. | \$85.00     | \$63,835.00                          | 227                | \$19,295.00                   |
| 7.  | Aggregate Base (AB-3) (6")                                                          | 1,421                       | S.Y. | \$17.00     | \$24,157.00                          | 1,403              | \$23,851.00                   |
| 8.  | Curb and Gutter, Combined (AE)                                                      | 210                         | L.F. | \$39.00     | \$8,190.00                           | 188                | \$7,332.00                    |
| 9.  | Concrete Patch                                                                      | 50                          | S.Y. | \$212.00    | \$10,600.00                          |                    | \$0.00                        |
| 10. | HMA Commercial Grade (Class A) (Patch)                                              | 50                          | Ton  | \$465.00    | \$23,250.00                          | 27                 | \$12,555.00                   |
| 11. | Traffic Control                                                                     | 1                           | L.S. | \$13,850.00 | \$13,850.00                          | 0.75               | \$10,387.50                   |
| CO1 | Foundation Stabilization - Replacement of unsuitable material at Fire Station No. 1 | 51.38                       | C.Y. | \$197.07    | \$10,125.46                          | 51.38              | \$10,125.46                   |
|     |                                                                                     |                             |      |             | Unused and Accepted Material on Hand |                    | \$0.00                        |

Amount of Contract: \$253,507.46 Value of Work Done & Materials on Hand: \$176,710.56  
 Contract Time: MUST BE Percent to be Retained (5% or 10%): \$17,671.06  
 Time Expired: COMPLETED BY Other Deductions: \_\_\_\_\_  
 Time Remain'g: DECEMBER 1, 2024 Previous Payments: \$0.00  
69.7% Complete as of this Request **TOTAL DEDUCTIONS:** \$17,671.06  
 Amount Due Contractor this Request: \$159,039.50

Approved:

By:   
 Kew Valley Engineering, Inc.

Date: 12/3/24

By: \_\_\_\_\_  
 City Manager

Accepted by Contractor:

By:   
 Bayer Construction Company, Inc.

Date: 12/3/2024

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

Date Request Approved by City Commission: \_\_\_\_\_



# City of Junction City

## City Commission

### Agenda Memo

December 11, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Gerry Vernon, City Manager and City Commission  
**Subject:** **Change Order #5 for the 2024 Water System Improvements**

---

**Objective:** The consideration and approval for Change Order #5 for the 2024 Water System Improvements in the amount of \$7,977.50.

**Explanation of Issue:** On November 19, 2024, the City Commission approved Change Order #4 in the amount of \$79,930.00 for additional work at the intersections of 7<sup>th</sup> & Adams, 7<sup>th</sup> & Washington, 7<sup>th</sup> & Monroe & 7<sup>th</sup> & Franklin which was replacing non-working valves and lead fittings. The work also included valve work at 8<sup>th</sup> & Eisenhower and 14<sup>th</sup> & Eisenhower on the ten-inch water main and concrete & asphalt surfacing at the intersections of 4<sup>th</sup> & Garfield and 5<sup>th</sup> & Garfield.

Change Order #5 is for additional valve work on Eisenhower from 8<sup>th</sup> Street to 11<sup>th</sup> Street locating missing valve, valve installation, concrete paving patch, pavement removal and granular fill.

**Budget Impact:** Funding for the project will come from the Water Fund.

**Alternatives:** The City Commission may approve, modify, table, or deny the request

**Recommendation:** City Staff recommends approval of Change Order #5 to J & K Contracting, L.C. in the amount of \$7,977.50.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve Change Order #5 for the 2024 Water System Improvements in the amount not to exceed \$7,977.50 to J & K Contracting L.C. as presented.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Change Order #5, Change Order #5 Justification Sheets and Pay request #5

00430  
CHANGE ORDER

Order No. Five (5)

Date: December 3, 2024

Agreement Date: June 12, 2024

Name of Project: 2024 Water System Repairs – Junction City, Kansas

Owner: City of Junction City

Contractor: J & K Contracting, L.C.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

See attached.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$1,022,515.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$1,534,209.10

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$7,977.50

The new Contract Price including this CHANGE ORDER will be \$1,542,186.60

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Requested by: J & K Contracting, L.C.

  
(Signature)

12/3/24  
(Date)

Recommended by: Kaw Valley Engineering, Inc.

  
(Signature)

12/3/24  
(Date)

Accepted by: City of Junction City

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

END OF SECTION 00430

# Change Order No. 5 Justification

2024 Water System Improvements  
Junction City, Kansas

1. Bid item quantity increases and additional items due to unknown site conditions:

## Valve Work – Eisenhower from 8<sup>th</sup> Street to 11<sup>th</sup> Street

|                 |                                    |      |        |                  |            |
|-----------------|------------------------------------|------|--------|------------------|------------|
| Bid Item No. 19 | Missing Valve Locate               | 1    | Each @ | \$1,000.00 ..... | \$1,000.00 |
| Bid Item No. 21 | Valve Installation (2" through 8") | 1    | Each @ | \$3,100.00 ..... | \$3,100.00 |
| Bid Item No. 28 | Concrete Paving Patch (6")         | 3    | S.Y. @ | \$125.00 .....   | \$375.00   |
| Bid Item No. 33 | Pavement Removal                   | 3    | S.Y. @ | \$30.00 .....    | \$90.00    |
| Bid Item No. 37 | Granular Fill                      | 8    | C.Y. @ | \$75.00 .....    | \$600.00   |
|                 | 3-Man Crew & Equipment             | 7.50 | Hrs. @ | \$375.00 .....   | \$2,812.50 |

**Total for Change Order No. 5 ..... \$7,977.50**

**CITY OF JUNCTION CITY, KANSAS**  
**Request for Payment**

Date: November 22, 2024 Page: 1 of 3

Request No.: Five (5) From: 10/31/2024 To: 11/22/2024 Project No.: A23D1572

Location: Junction City, Kansas

Contractor: J & K Contracting LC

Improvement: 2024 Water System Improvements

| Bid Item No.                                                       | Item                                                    | Bid Schedule Quantity | Unit | Unit Price  | Contract Price | Units Completed | Value of Work Completed |
|--------------------------------------------------------------------|---------------------------------------------------------|-----------------------|------|-------------|----------------|-----------------|-------------------------|
| 1.                                                                 | Mobilization                                            | 1                     | L.S. | \$14,000.00 | \$14,000.00    | 0.50            | \$7,000.00              |
| 2.                                                                 | Connection to Existing Water Main                       | 6                     | Each | \$2,600.00  | \$15,600.00    | 3               | \$7,800.00              |
| 3.                                                                 | 6" C900 Water Main (open cut)                           | 182                   | L.F. | \$68.00     | \$12,376.00    | 182             | \$12,376.00             |
| 4.                                                                 | 4" C900 Water Main (open cut)                           | 203                   | L.F. | \$60.00     | \$12,180.00    | 35              | \$2,100.00              |
| 5.                                                                 | 6" C900 Water Main (directional drill)                  | 1,680                 | L.F. | \$69.00     | \$115,920.00   | 1,680           | \$115,920.00            |
| 6.                                                                 | 4" C900 Water Main (directional drill)                  | 1329                  | L.F. | \$45.00     | \$59,805.00    |                 | \$0.00                  |
| 7.                                                                 | 1" Copper Service Line                                  | 2,077                 | L.F. | \$32.00     | \$66,464.00    |                 | \$0.00                  |
| 8.                                                                 | Service Line Tap & Meter Connections                    | 95                    | Each | \$800.00    | \$76,000.00    |                 | \$0.00                  |
| 9.                                                                 | Meter Can Relocation                                    | 10                    | Each | \$650.00    | \$6,500.00     |                 | \$0.00                  |
| 10.                                                                | Fire Hydrant with Gate Valve                            | 5                     | Each | \$6,900.00  | \$34,500.00    | 3               | \$20,700.00             |
| 11.                                                                | Fittings                                                | 1                     | L.S. | \$18,000.00 | \$18,000.00    | 0.70            | \$12,600.00             |
| 12.                                                                | 12" Gate Valve                                          | 1                     | Each | \$5,750.00  | \$5,750.00     | 1               | \$5,750.00              |
| 13.                                                                | 10" Gate Valve                                          | 5                     | Each | \$3,950.00  | \$19,750.00    | 5               | \$19,750.00             |
| 14.                                                                | 8" Gate Valve                                           | 3                     | Each | \$2,700.00  | \$8,100.00     | 3               | \$8,100.00              |
| 15.                                                                | 6" Gate Valve                                           | 19                    | Each | \$1,850.00  | \$35,150.00    | 19              | \$35,150.00             |
| 16.                                                                | 4" Gate Valve                                           | 26                    | Each | \$1,450.00  | \$37,700.00    | 26              | \$37,700.00             |
| 17.                                                                | 2" Gate Valve                                           | 4                     | Each | \$1,000.00  | \$4,000.00     | 4               | \$4,000.00              |
| 18.                                                                | Riser Only Repair                                       | 6                     | Each | \$1,200.00  | \$7,200.00     | 6               | \$7,200.00              |
| 19.                                                                | Missing Valve Locate                                    | 21                    | Each | \$1,000.00  | \$21,000.00    | 21              | \$21,000.00             |
| 20.                                                                | Valve Installation (10" through 14")                    | 6                     | Each | \$3,500.00  | \$21,000.00    | 3               | \$10,500.00             |
| 21.                                                                | Valve Installation (2" through 8")                      | 52                    | Each | \$3,100.00  | \$161,200.00   | 49              | \$151,900.00            |
| 22.                                                                | Erosion Control                                         | 1                     | L.S. | \$6,500.00  | \$6,500.00     |                 | \$0.00                  |
| 23.                                                                | Traffic Control                                         | 1                     | L.S. | \$20,000.00 | \$20,000.00    |                 | \$0.00                  |
| 24.                                                                | Seeding                                                 | 1                     | L.S. | \$12,000.00 | \$12,000.00    |                 | \$0.00                  |
| 25.                                                                | Concrete Curb & Gutter                                  | 85                    | L.F. | \$80.00     | \$6,800.00     | 19              | \$1,520.00              |
| 26.                                                                | Asphalt Paving Patch (6")                               | 186                   | S.Y. | \$125.00    | \$23,250.00    | 186             | \$23,250.00             |
| 27.                                                                | Asphalt Paving Patch (8")                               | 25                    | S.Y. | \$150.00    | \$3,750.00     |                 | \$0.00                  |
| 28.                                                                | Concrete Paving Patch (6")                              | 210                   | S.Y. | \$125.00    | \$26,250.00    | 89              | \$11,125.00             |
| 29.                                                                | Concrete Paving Patch (8")                              | 29                    | S.Y. | \$150.00    | \$4,350.00     |                 | \$0.00                  |
| 30.                                                                | Off Season Asphalt Patch                                | 57                    | C.Y. | \$300.00    | \$17,100.00    |                 | \$0.00                  |
| 31.                                                                | Sidewalk                                                | 25                    | S.Y. | \$90.00     | \$2,250.00     |                 | \$0.00                  |
| 32.                                                                | Sidewalk Ramp                                           | 15                    | S.Y. | \$250.00    | \$3,750.00     |                 | \$0.00                  |
| 33.                                                                | Pavement Removal                                        | 469                   | S.Y. | \$30.00     | \$14,070.00    | 320.4           | \$9,612.00              |
| 34.                                                                | Abandon Existing Line                                   | 3                     | Each | \$1,500.00  | \$4,500.00     |                 | \$0.00                  |
| 35.                                                                | Abandon Existing Valve                                  | 2                     | Each | \$1,200.00  | \$2,400.00     | 2               | \$2,400.00              |
| 36.                                                                | Abandoned Valve/Hydrant Retrieval                       | 11                    | Each | \$800.00    | \$8,800.00     |                 | \$0.00                  |
| 37.                                                                | Granular Fill                                           | 250                   | C.Y. | \$75.00     | \$18,750.00    | 250             | \$18,750.00             |
| 38.                                                                | 14" Inserta Valve                                       | 1                     | Each | \$42,000.00 | \$42,000.00    |                 | \$0.00                  |
| 39.                                                                | 12" Inserta Valve                                       | 1                     | Each | \$21,000.00 | \$21,000.00    |                 | \$0.00                  |
| 40.                                                                | 10" Inserta Valve                                       | 1                     | Each | \$18,000.00 | \$18,000.00    |                 | \$0.00                  |
| 41.                                                                | 8" Inserta Valve                                        | 1                     | Each | \$14,800.00 | \$14,800.00    |                 | \$0.00                  |
| <b>CO1 Additional Work - parking space expansion along 5th St.</b> |                                                         |                       |      |             |                |                 |                         |
|                                                                    | Bid Item No. 2 - Connect to Existing Water Main         | 4                     | Each | \$2,600.00  | \$10,400.00    | 4               | \$10,400.00             |
|                                                                    | Bid Item No. 5 - 6" C900 Water Main (directional drill) | 1,635                 | L.F. | \$69.00     | \$112,815.00   | 1,635           | \$112,815.00            |
|                                                                    | Bid Item No. 7 - 1" Copper Service Line                 | 655                   | L.F. | \$32.00     | \$20,960.00    | 655             | \$20,960.00             |



| Bid Item No.                                                                                    | Item                                                    | Bid Schedule Quantity | Unit | Unit Price  | Contract Price | Units Completed | Value of Work Completed |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------|------|-------------|----------------|-----------------|-------------------------|
|                                                                                                 | Bid Item No. 8 - Service Line Tap and Meter Connections | 17                    | Each | \$800.00    | \$13,600.00    | 17              | \$13,600.00             |
|                                                                                                 | Bid Item No. 9 - Meter Can Relocation                   | 2                     | Each | \$650.00    | \$1,300.00     |                 | \$0.00                  |
|                                                                                                 | Bid Item No. 10 - Fire Hydrant with Gate Valve          | 1                     | Each | \$6,900.00  | \$6,900.00     | 1               | \$6,900.00              |
|                                                                                                 | Bid Item No. 11 - Fittings                              | 1                     | L.S. | \$10,153.35 | \$10,153.35    | 1               | \$10,153.35             |
|                                                                                                 | Bid Item No. 15 - 6" Gate Valve                         | 3                     | Each | \$1,850.00  | \$5,550.00     | 3               | \$5,550.00              |
|                                                                                                 | Bid Item No. 16 - 4" Gate Valve                         | 3                     | Each | \$1,450.00  | \$4,350.00     | 3               | \$4,350.00              |
|                                                                                                 | Bid Item No. 21 - Valve Installation (2" through 8")    | 6                     | Each | \$3,100.00  | \$18,600.00    | 6               | \$18,600.00             |
|                                                                                                 | Bid Item No. 22 - Erosion Control                       | 1                     | L.S. | \$500.00    | \$500.00       | 1               | \$500.00                |
|                                                                                                 | Bid Item No. 23 - Traffic Control                       | 1                     | L.S. | \$2,000.00  | \$2,000.00     | 1               | \$2,000.00              |
|                                                                                                 | Bid Item No. 24 - Seeding                               | 1                     | L.S. | \$500.00    | \$500.00       | 1               | \$500.00                |
| <b>CO2 Additional Work - Other Repair Locations due to unknown conditions</b>                   |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 2 - Connect to Existing Water Main         | 15                    | Each | \$2,600.00  | \$39,000.00    | 15              | \$39,000.00             |
|                                                                                                 | Bid Item No. 3 - 6" C900 Water Main (open cut)          | 10                    | L.F. | \$68.00     | \$680.00       | 10              | \$680.00                |
|                                                                                                 | 3 Man Crew & Equipment                                  | 18                    | Hrs  | \$375.00    | \$6,750.00     | 18              | \$6,750.00              |
|                                                                                                 | Additional Fittings                                     | 1                     | L.S. | \$5,200.00  | \$5,200.00     | 1               | \$5,200.00              |
|                                                                                                 | Additional Traffic Control                              | 1                     | L.S. | \$7,200.00  | \$7,200.00     | 1               | \$7,200.00              |
|                                                                                                 | Concrete Encasement of Storm & Sanitary Sewer at 5th    | 1                     | L.S. | \$1,500.00  | \$1,500.00     | 1               | \$1,500.00              |
| <b>Additional Work - 6th Street Emergency Waterline Replacement</b>                             |                                                         |                       |      |             |                |                 |                         |
| <i>Initial Response &amp; Repair</i>                                                            |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 2 - Connect to Existing Water Main         | 2                     | Each | \$2,600.00  | \$5,200.00     | 2               | \$5,200.00              |
|                                                                                                 | Bid Item No. 4 - 4" C900 Water Main (open cut)          | 11                    | L.F. | \$60.00     | \$660.00       | 11              | \$660.00                |
|                                                                                                 | 3 Man Crew & Equipment                                  | 7.50                  | Hrs  | \$375.00    | \$2,812.50     | 7.50            | \$2,812.50              |
| <i>Replacement of C900 PVC &amp; water services in agreed upon location</i>                     |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 2 - Connect to Existing Water Main         | 2                     | Each | \$2,600.00  | \$5,200.00     | 2               | \$5,200.00              |
|                                                                                                 | Bid Item No. 5 - 6" C900 Water Main (directional drill) | 260                   | L.F. | \$69.00     | \$17,940.00    | 260             | \$17,940.00             |
|                                                                                                 | Bid Item No. 7 - 1" Copper Service Line                 | 187                   | L.F. | \$32.00     | \$5,984.00     | 187             | \$5,984.00              |
|                                                                                                 | Bid Item No. 8 - Service Line Tap and Meter             | 4                     | Each | \$800.00    | \$3,200.00     | 4               | \$3,200.00              |
|                                                                                                 | Bid Item No. 21 - Valve Installation (2" through 8")    | 1                     | Each | \$3,100.00  | \$3,100.00     | 1               | \$3,100.00              |
|                                                                                                 | Bid Item No. 26 - Asphalt Paving Patch (6")             | 91.50                 | S.Y. | \$125.00    | \$11,437.50    | 91.50           | \$11,437.50             |
|                                                                                                 | Bid Item No. 33 - Pavement Removal                      | 91.50                 | S.Y. | \$30.00     | \$2,745.00     | 91.50           | \$2,745.00              |
|                                                                                                 | Bid Item No. 34 - Abandon Existing Line                 | 1                     | Each | \$1,500.00  | \$1,500.00     | 1               | \$1,500.00              |
|                                                                                                 | Bid Item No. 37 - Granular Fill                         | 257.50                | C.Y. | \$75.00     | \$19,312.50    | 257.50          | \$19,312.50             |
|                                                                                                 | 3 Man Crew & Equipment (08/14-08/22)                    | 11                    | Hrs  | \$375.00    | \$4,125.00     | 11              | \$4,125.00              |
|                                                                                                 | Install Non Diggable Flowable Fill                      | 10                    | C.Y. | \$250.00    | \$2,500.00     | 10              | \$2,500.00              |
|                                                                                                 | Additional Fittings                                     | 1                     | L.S. | \$2,500.00  | \$2,500.00     | 1               | \$2,500.00              |
|                                                                                                 | Additional Traffic Control                              | 1                     | L.S. | \$2,500.00  | \$2,500.00     | 1               | \$2,500.00              |
| <b>CO3 Additional Work - due to unknown site conditions</b>                                     |                                                         |                       |      |             |                |                 |                         |
| <i>9th &amp; Adams broken fire hydrant / 8th &amp; Jackson leaded fittings</i>                  |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 3 - 6" C900 Water Main (open cut)          | 70                    | L.F. | \$68.00     | \$4,760.00     | 70              | \$4,760.00              |
|                                                                                                 | Bid Item No. 10 - Fire Hydrant with Gate Valve          | 1                     | Each | \$6,900.00  | \$6,900.00     | 1               | \$6,900.00              |
|                                                                                                 | 3 Man Crew & Equipment                                  | 16                    | Hrs  | \$375.00    | \$6,000.00     | 16              | \$6,000.00              |
|                                                                                                 | Additional Fittings                                     | 1                     | L.S. | \$1,300.00  | \$1,300.00     | 1               | \$1,300.00              |
| <i>Parking space expansion along 5th Street</i>                                                 |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 2 - Connect to Existing Water Main         | 2                     | Each | \$2,600.00  | \$5,200.00     | 2               | \$5,200.00              |
|                                                                                                 | Bid Item No. 7 - 1" Copper Service Line                 | 394                   | L.F. | \$32.00     | \$12,608.00    | 394             | \$12,608.00             |
|                                                                                                 | Bid Item No. 8 - Service Line Tap and Meter             | 7                     | Each | \$800.00    | \$5,600.00     | 7               | \$5,600.00              |
| <i>5th Street Expansion</i>                                                                     |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 4 - 4" C900 Water Main (open cut)          | 13                    | L.F. | \$60.00     | \$780.00       | 13              | \$780.00                |
|                                                                                                 | Bid Item No. 34 - Abandon Existing Line                 | 2                     | Each | \$1,500.00  | \$3,000.00     | 2               | \$3,000.00              |
|                                                                                                 | Bid Item No. 35 - Abandon Existing Valve                | 1                     | Each | \$1,200.00  | \$1,200.00     | 1               | \$1,200.00              |
|                                                                                                 | Bid Item No. 37 - Granular Fill                         | 226.55                | C.Y. | \$75.00     | \$16,991.25    | 226.55          | \$16,991.25             |
|                                                                                                 | 3 Man Crew & Equipment                                  | 20                    | Hrs  | \$375.00    | \$7,500.00     | 20              | \$7,500.00              |
|                                                                                                 | Additional Fittings                                     | 1                     | L.S. | \$1,250.00  | \$1,250.00     | 1               | \$1,250.00              |
| <b>CO4 Additional Work - due to unknown site conditions</b>                                     |                                                         |                       |      |             |                |                 |                         |
| <i>Valve Work - 7th &amp; Adams, 7th &amp; Washington, 7th &amp; Monroe, 7th &amp; Franklin</i> |                                                         |                       |      |             |                |                 |                         |
|                                                                                                 | Bid Item No. 2 - Connect to Existing Water Main         | 3                     | Each | \$2,600.00  | \$7,800.00     | 3               | \$7,800.00              |

| Bid Item No.                                                                 | Item                                                   | Bid Schedule Quantity | Unit | Unit Price | Contract Price | Units Completed | Value of Work Completed |
|------------------------------------------------------------------------------|--------------------------------------------------------|-----------------------|------|------------|----------------|-----------------|-------------------------|
|                                                                              | Bid Item No. 11 - Fittings                             | 1                     | L.S. | \$2,400.00 | \$2,400.00     | 1               | \$2,400.00              |
|                                                                              | Bid Item No. 18 - Riser Only Repair                    | 14                    | Each | \$1,200.00 | \$16,800.00    | 14              | \$16,800.00             |
|                                                                              | Bid Item No. 26 - Asphalt Paving Patch (6")            | 15                    | S.Y. | \$125.00   | \$1,875.00     | 15              | \$1,875.00              |
|                                                                              | Bid Item No. 35 - Abandon Existing Valve               | 1                     | Each | \$1,200.00 | \$1,200.00     | 1               | \$1,200.00              |
|                                                                              | Bid Item No. 37 - Granular Fill                        | 212                   | C.Y. | \$75.00    | \$15,900.00    | 212             | \$15,900.00             |
|                                                                              | 10" C900 PVC                                           | 14                    | L.F. | \$100.00   | \$1,400.00     | 14              | \$1,400.00              |
|                                                                              | 3 Man Crew & Equipment                                 | 22                    | Hrs  | \$375.00   | \$8,250.00     | 22              | \$8,250.00              |
|                                                                              | Diggable Flowable Fill                                 | 5                     | C.Y. | \$150.00   | \$750.00       | 5               | \$750.00                |
| <b>Valve Work - 8th &amp; Eisenhower to 14th &amp; Eisenhower</b>            |                                                        |                       |      |            |                |                 |                         |
|                                                                              | Bid Item No. 18 - Riser Only Repair                    | 1                     | Each | \$1,200.00 | \$1,200.00     | 1               | \$1,200.00              |
|                                                                              | Bid Item No. 19 - Missing Valve Locate                 | 2                     | Each | \$1,000.00 | \$2,000.00     | 2               | \$2,000.00              |
|                                                                              | Bid Item No. 20 - Valve Installation (10" through 14") | 1                     | Each | \$3,500.00 | \$3,500.00     | 1               | \$3,500.00              |
|                                                                              | Bid Item No. 25 - Concrete Curb & Gutter               | 8                     | L.F. | \$80.00    | \$640.00       | 8               | \$640.00                |
|                                                                              | Bid Item No. 31 - Sidewalk                             | 7                     | S.Y. | \$90.00    | \$630.00       | 7               | \$630.00                |
|                                                                              | Bid Item No. 33 - Pavement Removal                     | 7                     | S.Y. | \$30.00    | \$210.00       | 7               | \$210.00                |
|                                                                              | Bid Item No. 37 - Granular Fill                        | 5                     | C.Y. | \$75.00    | \$375.00       | 5               | \$375.00                |
|                                                                              | 3 Man Crew & Equipment                                 | 6                     | Hrs  | \$375.00   | \$2,250.00     | 6               | \$2,250.00              |
| <b>Concrete &amp; Asphalt surfacing on Garfield at 4th &amp; 5th Streets</b> |                                                        |                       |      |            |                |                 |                         |
|                                                                              | Bid Item No. 25 - Concrete Curb & Gutter               | 57                    | L.F. | \$80.00    | \$4,560.00     | 57              | \$4,560.00              |
|                                                                              | Bid Item No. 26 - Asphalt Paving Patch (6")            | 31                    | S.Y. | \$125.00   | \$3,875.00     | 31              | \$3,875.00              |
|                                                                              | Bid Item No. 28 - Concrete Paving Patch (6")           | 11                    | S.Y. | \$125.00   | \$1,375.00     | 11              | \$1,375.00              |
|                                                                              | Bid Item No. 31 - Sidewalk                             | 7                     | S.Y. | \$90.00    | \$630.00       | 7               | \$630.00                |
|                                                                              | Bid Item No. 32 - Sidewalk Ramp                        | 3                     | S.Y. | \$250.00   | \$750.00       | 3               | \$750.00                |
|                                                                              | Bid Item No. 33 - Pavement Removal                     | 52                    | S.Y. | \$30.00    | \$1,560.00     | 52              | \$1,560.00              |
| <b>CO5 Additional Work - due to unknown site conditions</b>                  |                                                        |                       |      |            |                |                 |                         |
| <b>Valve Work - Eisenhower from 8th Street to 11th Street</b>                |                                                        |                       |      |            |                |                 |                         |
|                                                                              | Bid Item No. 19 - Missing Valve Locate                 | 1                     | Each | \$1,000.00 | \$1,000.00     | 1               | \$1,000.00              |
|                                                                              | Bid Item No. 21 - Valve Installation (2" through 8")   | 1                     | Each | \$3,100.00 | \$3,100.00     | 1               | \$3,100.00              |
|                                                                              | Bid Item No. 28 - Concrete Paving Patch (6")           | 3                     | S.Y. | \$125.00   | \$375.00       | 3               | \$375.00                |
|                                                                              | Bid Item No. 33 - Pavement Removal                     | 3                     | S.Y. | \$30.00    | \$90.00        | 3               | \$90.00                 |
|                                                                              | Bid Item No. 37 - Granular Fill                        | 8                     | C.Y. | \$75.00    | \$600.00       | 8               | \$600.00                |
|                                                                              | 3 Man Crew & Equipment                                 | 7.50                  | Hrs  | \$375.00   | \$2,812.50     | 7.50            | \$2,812.50              |
| Unused and Accepted Material on Hand                                         |                                                        |                       |      |            |                |                 | \$51,781.60             |

Amount of Contract: \$1,542,186.60

Value of Work Done & Materials on Hand: \$1,116,356.20

Contract Time: MUST BE COMPLETED

Percent to be Retained (5% or 10%): \$111,635.62

Time Expired: BY APRIL 1, 2025

Other Deductions: \_\_\_\_\_

Time Remaining: \_\_\_\_\_

Previous Payments: \$904,692.69

72.4% Complete as of this Request

**TOTAL DEDUCTIONS: \$1,016,328.31**

**Amount Due Contractor this Request: \$100,027.89**

Approved:

Accepted by Contractor:

By: [Signature]  
Kaw Valley Engineering, Inc.

By: [Signature]  
J & K Contracting LC

Date: 12/3/24

Date: 12/3/24

By: \_\_\_\_\_  
City Manager

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

Date Request Approved by City Commission: \_\_\_\_\_

**City of Junction City**  
**City Commission Agenda Memo**  
**December 12, 2024**

**From:** Britain D. Stites, City Attorney

**To:** City Commission

**Subject:** IRB for CAMSO (Michelin) expansion

**Background:** The City issued industrial revenue bonds (“IRBs”) for the remodeling, construction, and other aspects of the CAMSO/Michelin usage of its current location in Junction City. Those were issued in 2018.

Now, CAMSO/Michelin is doing an expansion project. It is seeking a new series of Industrial Revenue Bonds not to exceed \$60,000,000.

**Discussion of Issue:** The IRBs stay in place for ten (10) years if approved. They allow the company, CAMSO/Michelin in this case, to seek financing for infrastructure in their acquisition of land or structures, construction thereof, or equipping of a manufacturing facility. Statute allows other uses for IRBs. Manufacturing is at play in this project.

The City is at no risk with IRBs. They put the funding and risk on the company. If the Company fails to meet its obligations in repaying the bonds then the City may elect to take possession of the property; however, given CAMSO/Michelin’s track record I do not foresee that as a likely possibility.

**Recommendation:** Staff recommends approving the contained ordinance and accompanying documents for the IRBs.

**Possible Motions:**

For the ordinance:

- Move to adopt the Ordinance S-3304 for the Issuance of Industrial Revenue Bonds Concerning CAMSO Manufacturing not to exceed \$60,000,000.

**ORDINANCE NO. S-3304**

**OF THE  
CITY OF JUNCTION CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF  
NOT TO EXCEED \$60,000,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

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**ORDINANCE NO. S-3304**

**AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (CAMSO MANUFACTURING PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MANUFACTURING FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

**THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS HAS FOUND AND DETERMINED:**

A. The City of Junction City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip 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 the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined 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 Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) in the aggregate principal amount not to exceed \$60,000,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project") as more fully described in the Trust Indenture and in the Project Lease authorized in this Ordinance, for lease to CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will sublease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to the Tenant, as purchaser (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2024 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A.

72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

Section 1.       **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Trust Indenture and the Project Lease.

Section 2.       **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to obtain an interest in the Real Property from the Tenant, and the Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Trust Indenture, the Site Lease and the Project Lease.

Section 3.       **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project)" in the aggregate principal amount not to exceed \$60,000,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2024 Bonds will be in the principal amount, will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Trust Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4.       **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5.       **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6.       **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2024 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7.       **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Trust Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out 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 Series 2024 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2024 Bonds are issued, provided no exemption may be granted from special assessments and from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2024 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2024 Bonds are paid or deemed to have been paid in accordance with the Indenture.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates 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 Series 2024 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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**PASSED** by the governing body of the Issuer on December 17, 2024 and **SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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City Clerk

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## **CERTIFICATE**

I hereby certify that the attached copy is a true and correct copy of Ordinance No. S-3304 of the City of Junction City, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

---

City Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON DECEMBER 17, 2024**

The governing body of the City of Junction City, Kansas met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (CAMSO MANUFACTURING PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MANUFACTURING FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

Thereupon, Commissioner \_\_\_\_\_ moved that the Ordinance be passed. The motion was seconded by Commissioner \_\_\_\_\_. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No S-3304 and was signed by the Mayor and the signature attested by the City Clerk.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

### **CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

[SEAL]

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City Clerk

(Published in *The Junction City Union* on December 23, 2024)

**SUMMARY OF ORDINANCE NO. [S-3304]**

On December 17, 2024, the governing body of the City of Junction City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (CAMSO MANUFACTURING PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MANUFACTURING FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) in the aggregate principal amount not to exceed \$60,000,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project"), as more fully described in the Trust Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company). In connection with the issuance of the Series 2024 Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 700 N. Jefferson, Junction City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov).

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December \_\_\_\_, 2024.

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City Attorney



**CITY OF JUNCTION CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BONDS  
(CAMSO MANUFACTURING PROJECT)**

**DISTRIBUTION LIST**

| ISSUER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BOND COUNSEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>CITY OF JUNCTION CITY, KANSAS<br/>City Hall<br/>700 N. Jefferson<br/>P.O. Box 287<br/>Junction City, Kansas 66441<br/>Telephone: (785) 238-3103<br/>Fax: (785) 223-5165</p> <p><b>Ariana Lorenzo, City Clerk</b><br/>E-mail: <a href="mailto:ariana.lorenzo@jcks.com">ariana.lorenzo@jcks.com</a></p> <p><b>Jamel Wilcox, Finance Director</b><br/>E-mail: <a href="mailto:jamel.wilcox@jcks.com">jamel.wilcox@jcks.com</a></p> <p><b>Mickey Dean, Economic Development Director</b><br/>E-mail: <a href="mailto:mickey.dean@jcacc.org">mickey.dean@jcacc.org</a><br/>Cell: (316) 641-6296</p> | <p>GILMORE &amp; BELL, P.C.<br/>100 N. Main, Suite 800<br/>Wichita, Kansas 67202<br/>Telephone: (316) 267-2091<br/>Fax: (316) 262-6523</p> <p><b>Sarah O. Steele, Esq.</b><br/>E-mail: <a href="mailto:ssteele@gilmorebell.com">ssteele@gilmorebell.com</a></p> <p><b>Angie Sizemore, Legal Assistant</b><br/>E-mail: <a href="mailto:asizemore@gilmorebell.com">asizemore@gilmorebell.com</a></p>                                                                                                                                                                                                                                                           |
| ISSUER'S COUNSEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TENANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>700 N. Jefferson<br/>Junction City, Kansas 66441<br/>Telephone: (785) 307-0016<br/>Fax: (785) 238-0804</p> <p><b>Britain D. Stites, Esq.</b><br/>E-mail: <a href="mailto:britain.stites@jcks.com">britain.stites@jcks.com</a></p>                                                                                                                                                                                                                                                                                                                                                              | <p>CAMSO MANUFACTURING USA, LTD.<br/>1601 E. South Ave.<br/>Emporia, Kansas 66801<br/>Telephone: (620) 340-6500</p> <p><b>Genevieve Kardos</b><br/>E-mail: <a href="mailto:Genevieve.kardos@michelin.com">Genevieve.kardos@michelin.com</a></p> <p><b>Marie-Pier Parent</b><br/>E-mail: <a href="mailto:marie-pier.parent@michelin.com">marie-pier.parent@michelin.com</a></p> <p><b>Kevin Pringle, Executive Director of Finance</b><br/>E-mail: <a href="mailto:kevin.pringle@michelin.com">kevin.pringle@michelin.com</a></p> <p><b>Duane Waterworth</b><br/>E-mail: <a href="mailto:duane.waterworth@michelin.com">duane.waterworth@michelin.com</a></p> |
| TENANT'S CONSULTANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | TENANT'S COUNSEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>SITE SELECTION GROUP<br/>12400 W Hwy. 71, Suite 350-204<br/>Austin, TX 78738<br/>Telephone: (214) 271-0584<br/>Cell: (512) 663-7395</p> <p><b>Eileen Hughett, Vice President</b><br/>E-mail: <a href="mailto:ehughett@siteselectiongroup.com">ehughett@siteselectiongroup.com</a></p> <p><b>Kelley Rendziperis, J.D.</b><br/>E-mail: <a href="mailto:krendziperis@siteselectiongroup.com">krendziperis@siteselectiongroup.com</a></p>                                                                                                                                                          | <p>FOULSTON SIEFKIN LLP<br/>1551 N. Waterfront Parkway, Suite 100<br/>Wichita, Kansas 67206<br/>Telephone: (316) 291-9772<br/>Fax: (316) 267-6345</p> <p><b>Bill Wood, Esq.</b><br/>E-mail: <a href="mailto:bwood@foulston.com">bwood@foulston.com</a></p> <p><b>Kathi Dalke, Legal Assistant</b><br/>E-mail: <a href="mailto:kdalke@foulston.com">kdalke@foulston.com</a></p>                                                                                                                                                                                                                                                                               |

**TRUSTEE**

SECURITY BANK OF KANSAS CITY  
Corporate Trust Department  
701 Minnesota Avenue, Suite 206  
P.O. Box 171297  
Kansas City, Kansas 66117  
Telephone: (316) 765-2844

**Bonnie Mosher, Vice President**

E-mail: [bmosher@securitybankkc.com](mailto:bmosher@securitybankkc.com)

**Lisa Shatto, Corporate Trust Officer**

E-mail: [lshatto@securitybankkc.com](mailto:lshatto@securitybankkc.com)

**E-mail list:** [ariana.lorenzo@jcks.com](mailto:ariana.lorenzo@jcks.com); [jamel.wilcox@jcks.com](mailto:jamel.wilcox@jcks.com); [mickey.dean@jcacc.org](mailto:mickey.dean@jcacc.org);  
[britain.stites@jcks.com](mailto:britain.stites@jcks.com); [bwood@foulston.com](mailto:bwood@foulston.com); [kdalke@foulston.com](mailto:kdalke@foulston.com); [kevin.pringle@michelin.com](mailto:kevin.pringle@michelin.com);  
[genevieve.kardos@michelin.com](mailto:genevieve.kardos@michelin.com); [marie-pier.parent@michelin.com](mailto:marie-pier.parent@michelin.com); [duane.waterworth@michelin.com](mailto:duane.waterworth@michelin.com);  
[ehughett@siteselectiongroup.com](mailto:ehughett@siteselectiongroup.com); [krendziperis@siteselectiongroup.com](mailto:krendziperis@siteselectiongroup.com);  
[bonniemosher@securitybankkc.com](mailto:bonniemosher@securitybankkc.com); [lshatto@securitybankkc.com](mailto:lshatto@securitybankkc.com); [ssteele@gilmorebell.com](mailto:ssteele@gilmorebell.com);  
[asizemore@gilmorebell.com](mailto:asizemore@gilmorebell.com);



**CITY OF JUNCTION CITY, KANSAS  
NOT TO EXCEED \$60,000,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
(CAMSO MANUFACTURING USA, LTD)**

**November**

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**December**

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

**FINANCING SCHEDULE**

Following is a tentative financing schedule. If you have any comments on the schedule, please provide as soon as possible.

City of Junction City, Kansas  
CAMSO Manufacturing USA, LTD  
Foulston Siefkin LLP  
Britain D. Stites, Esq.  
Gilmore & Bell, P.C.  
Security Bank of Kansas City

"Issuer"  
"Tenant" and "Purchaser"  
"Tenant's Counsel"  
"Issuer's Attorney"  
"Bond Counsel"  
"Trustee"

| <b><u>DATE</u></b> | <b><u>DESCRIPTION</u></b>                                            | <b><u>RESPONSIBLE PARTY</u></b> | <b><u>COMPLETED</u></b> |
|--------------------|----------------------------------------------------------------------|---------------------------------|-------------------------|
| 5/3/23             | Publish Notice of Public Hearing                                     | Bond Counsel/Issuer             | ✓                       |
| 5/9/23             | Preparation of Cost Benefit Analysis                                 | Tenant                          | ✓                       |
| 5/16/23            | Public Hearing and Resolution of Intent                              | Issuer                          | ✓                       |
| 10/30/24           | Distribute first draft of bond documents                             | Bond Counsel                    |                         |
| 12/09/24           | Comments due on first draft bond documents                           | ALL                             |                         |
| 12/10/24           | Distribute final bond documents                                      | Bond Counsel                    |                         |
| 12/17/24           | Passage of Ordinance                                                 | Issuer                          |                         |
| 12/18/24           | Send Summary Ordinance to newspaper                                  | Bond Counsel                    |                         |
| 12/18/24           | Informational Statement to BOT<br>(at least 7 days prior to closing) | Bond Counsel                    |                         |
| 12/23/24           | Publication of Ordinance                                             | Bond Counsel                    |                         |
| 12/18/24           | Distribute Closing Letter and Print bonds                            | Bond Counsel                    |                         |
| 12/24/24           | Preclosing*                                                          | ALL                             |                         |
| 12/27/24           | Closing*                                                             | ALL                             |                         |

\*Attendance at preclosing and closing is optional if signature pages are furnished in advance.

**APPENDIX A**

**FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS**

**CITY OF JUNCTION CITY, KANSAS  
Project Fund  
(CAMSO Manufacturing Project)  
Payment Order No. 1**

Security Bank of Kansas City  
Kansas City, Kansas  
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant 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 the 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 Real Property, 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 Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 1, 2024 by and between the City of Junction City, Kansas, as the Issuer, and the Tenant 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 such term is defined in the Project 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 *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED December 27, 2024.

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Authorized Tenant Representative



EXHIBIT A - Payment Order No. 1

**PAYMENT SCHEDULE  
FOR BUILDINGS, IMPROVEMENTS AND  
MISCELLANEOUS PROJECT COSTS**

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

PAYMENT SCHEDULE

| <u>Payee Name</u>                | <u>Purpose or Nature of Payment</u> | <u>Amount</u> |
|----------------------------------|-------------------------------------|---------------|
| CAMSO Manufacturing<br>USA, LTD. | Reimbursement for Improvement Costs | \$37,548,878  |

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

Industrial Revenue Bond Informational Statement  
(K.S.A. 12-1744a)

APPLICANT:

City of Junction City, Kansas  
City or County issuing I.R.B.s

Geary  
County in which City is located

Please answer all questions. If a question is not applicable, please indicate (N/A).

1. Proposed lessee name and address  
for whom bonds issued:

CAMSO Manufacturing USA, LTD.  
2925 Industrial St.  
Junction City, Kansas 66441

Guarantor for Bonds, if any:

N/A

Paying (Fiscal) Agent:

Security Bank of Kansas City  
Kansas City, Kansas

Attorney(s) who issued opinion:

Bond Counsel:

Gilmore & Bell, P.C.  
Wichita, KS

Tenant Counsel:

Foulston Siefkin LLP  
Wichita, KS

Issuer's Attorney:

Britain D. Stites, Esq.  
Junction City, Kansas

Underwriter's Counsel

None

(For State of Kansas use only)

IRB Statement No. \_\_\_\_\_-IRB

Fee: \_\_\_\_\_ Amt Rec. \_\_\_\_\_

Rec. Date: \_\_\_\_\_ Ck # \_\_\_\_\_

2. Will an exemption of the property be requested? Yes X No

If exemption will be sought:

- a. Provide the legal description of the property. (If legal description is lengthy, attach additional pages.) ***See attached Appendix A.***
- b. Provide the appraised valuation (not assessed) as listed by the county appraiser of property to be acquired, purchased, etc. as of next preceding January 1.

|                         |             |
|-------------------------|-------------|
| Land:                   | \$30,460    |
| Improvements:           | \$7,988,490 |
| Equipment and Machinery | \$0         |

3. Estimated TOTAL cost of the property:

|                         |                            |
|-------------------------|----------------------------|
| Land:                   | \$0                        |
| Building Improvements:  | Not to exceed \$60,000,000 |
| Equipment and Machinery | \$0                        |

4. If facility financed is an addition or improvement to existing facility already financed by prior IRB issuance, supply following:

- 1) Date prior I.R.B.s issued: November 18, 2021

If existing facility exempted,  
period of exemption: 2022-2031

Board of Tax Appeals #: 2022-658-IRBX

- 2) Date prior I.R.B.s issued: December 6, 2018

If existing facility exempted,  
period of exemption: 2019-2028

Board of Tax Appeals #: 2018-7113-IRB

5. IRB principal amount to be issued: Not to Exceed \$60,000,000

6. Please provide the following:

- a. Itemized list of any payments in lieu of taxes. None
- b. The amount of any service fee or charges with detailed description of services to be rendered by Issuer for same. None
- c. Detailed description of ultimate use of bond proceeds (e.g. acquisition of real estate, remodeling of physical plant) with the amount of IRB proceeds to be used for each purpose. See *Exhibit B* attached

7. What is the proposed date of issuance of these I.R.B.s? (Must be a least 7 days after receipt of preliminary filing with the Board of Tax Appeals.) December 27, 2024

VERIFICATION

I, Ariana Lorenzo, City Clerk, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name and Title

State of Kansas )  
County of Sedgwick )

This instrument was acknowledged before me on December \_\_\_\_, 2024 by Ariana Lorenzo, City Clerk.

Seal

\_\_\_\_\_  
Signature of Notary Public

My appointment expires: \_\_\_\_\_

\_\_\_\_\_  
Send this statement along with the filing fee of \$500.00 to:

Kansas Board of Tax Appeals  
Eisenhower State Office Building  
700 SW Harrison, 10<sup>th</sup> Floor, Suite 1022  
Topeka, KS 66603



**EXHIBIT A**

**LEGAL DESCRIPTION**

The following described real estate located in Geary County, Kansas, to wit:

Lot One (1), I-70 Business Park being a replat of a portion of the North Central Foundry Addition and a Portion of the replat of the I-70 Industrial Park West Addition to Junction City, Geary County, Kansas, except dedicated road right of way, according to plat filed in Plat Book F, Pages 85-87.

**EXHIBIT B****USE OF BOND PROCEEDS**

|                       |                            |
|-----------------------|----------------------------|
| Building Improvements | Not to exceed \$60,000,000 |
| TOTAL                 | Not to exceed \$60,000,000 |



316-267-2091 MAIN  
316-262-6523 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
ONE MAIN PLACE - 100 NORTH MAIN, SUITE 800  
WICHITA, KANSAS 67202-1311

KANSAS CITY  
ST. LOUIS  
OMAHA | LINCOLN

December 19, 2024

To: The Attached Distribution List

Re: City of Junction City, Kansas  
Taxable Industrial Revenue Bonds  
Series 2024  
(CAMSO Manufacturing Project)  
Dated December 27, 2024 (the "Bonds")

### CLOSING MEMORANDUM

The pre-closing for the Bonds is scheduled for 10:00 a.m., on December 24, 2024 at the offices of Gilmore & Bell, P.C. At the pre-closing documents will be executed and signature pages attached, all documents on the Closing List will be assembled, and those present will have the opportunity to complete their review of the documents. Such documents will be held in escrow by Gilmore & Bell, P.C. ("Bond Counsel") pending the closing. At the conclusion of the pre-closing, all conditions to issuance of the Bonds will have been met, and the Bonds will have been delivered to the Trustee for authentication and delivery to the Purchaser at the closing.

The closing is scheduled for approximately 10:00 a.m. on December 27, 2024 (the "Closing Time"). The closing will be confirmed by e-mail from Bond Counsel.

CAMSO Manufacturing USA, Ltd. (a Michelin Group Company) (the "Tenant") shall deliver to the Trustee its Requisition for Payment of Project Costs No. 1 (the "Payment Order") in the form set forth on *Exhibit A* hereto, together with supporting invoices.

Upon confirmation of receipt by the Trustee of the Payment Order, Bond Counsel will (a) provide a signed approving legal opinion and (b) notify the Trustee that the Bonds may be delivered.

The Trustee will establish the Funds and Accounts set forth in the Trust Indenture. Bond Counsel will file the Certificate of Issuance with the Kansas Board of Tax Appeals.

Transcripts of the documents and proceedings will be provided by Bond Counsel as follows:

1. City of Junction City, Kansas ("Issuer")
2. CAMSO Manufacturing USA, LTD. ("Tenant" and "Purchaser")
3. Security Bank of Kansas City (the "Trustee")

4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Britain Stites, Esq. ("City Attorney")
6. Foulston Siefkin, LLP ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive a paper copy of the transcript. All others will receive a copy in electronic PDF unless a portable digital device is requested before closing.

If anyone has any questions or corrections regarding this matter, please advise the undersigned immediately.

Very truly yours,

SOS/as



**TRANSCRIPT OF PROCEEDINGS**

**AUTHORIZING THE ISSUANCE  
OF  
NOT TO EXCEED \$60,000,000  
CITY OF JUNCTION CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

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**Dated December 27, 2024**

**NOT TO EXCEED \$60,000,000**  
**CITY OF JUNCTION CITY, KANSAS**  
**TAXABLE INDUSTRIAL REVENUE BONDS**  
**SERIES 2024**  
**(CAMSO MANUFACTURING PROJECT)**

**Closing: December 27, 2024**

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of Junction City, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on December 27, 2024, through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

1. City of Junction City, Kansas ("Issuer")
2. CAMSO Manufacturing USA, LTD. ("Tenant" and "Purchaser")
3. Security Bank of Kansas City ("Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Britain Stites, Esq. ("Issuer's Counsel")
6. Foulston Siefkin, LLP ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a portable digital device is requested before closing.

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## CLOSING LIST

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**Document  
Number**

**BASIC BOND DOCUMENTS:**

1. Trust Indenture
2. Site Lease
3. Project Lease
4. Bond Purchase Agreement

**ADDITIONAL ISSUER DOCUMENTS:**

5. Excerpts of Minutes
  - a. Relating to Public Hearing and Resolution of Intent
  - b. Relating to Passage of Bond Ordinance No. \_\_\_\_\_
6. Resolution of Intent
7. Affidavit of Mailing and Publication regarding Notice of Public Hearing
  - a. Publisher's Affidavit of Publication
8. Bond Ordinance
9. Affidavit of Publication of Bond Ordinance
10. Specimen Series 2024 Bond
  - a. Certificate of Bond Printer
11. Certificates of Manual Signature
  - a. Mayor
  - b. City Clerk
12. Issuer's Closing Certificate
  - a. Analysis of Costs and Benefits
13. Kansas Board of Tax Appeals Proceedings
  - a. Informational Statement
  - b. Letter of Complete and Timely Filing
  - c. Certificate of Issuance
14. Notice of Site Lease and Project Lease

15. Assignment of Site Lease and Project Lease

**DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:**

16. Tenant's Closing Certificate with Exhibits

- a. Certificate of Incorporation
- b. Bylaws
- c. Authorizing Resolution
- d. Expected Use of Bond Proceeds
- e. Certificate of Good Standing for Tenant from Kansas Secretary of State

17. Insurance Certificates

18. Evidence of Title

**MISCELLANEOUS DOCUMENTS:**

19. Trustee's Receipt and Closing Certificate

20. Purchaser's Receipt and Closing Certificate

21. Closing Memorandum

**LEGAL OPINIONS:**

22. Bond Counsel Opinion

23. Opinion of Counsel for the Issuer

24. Opinion of Counsel for the Tenant

\* \* \*



## ISSUER'S CLOSING CERTIFICATE

**Not to Exceed \$60,000,000**  
**City of Junction City, Kansas**  
**Taxable Industrial Revenue Bonds**  
**Series 2024**  
**(CAMSO Manufacturing Project)**

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and City Clerk of the City of Junction City, Kansas (the "Issuer") and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the "Bonds"), hereby certify as of December 27, 2024, as follows:

### 1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.

1.2 **Meetings.** The meetings of the City Commission at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3 **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

| <b>Name</b>     | <b>Title</b> | <b>Terms of Office</b> |
|-----------------|--------------|------------------------|
| Pat Landes      | Mayor        | 01/03/23 – 01/02/28    |
| Ronna Larson    | Vice-Mayor   | 01/13/20 – 01/02/26    |
| Al Gordon       | Commissioner | 01/02/24 – 01/02/26    |
| Richard Pinaire | Commissioner | 01/08/24 – 01/02/28    |
| Jeff Underhill  | Commissioner | 01/08/18 – 01/02/26    |
| Matthew Bea     | Commissioner | 01/02/22 – 01/02/24    |
| Bob Story       | Commissioner | 01/03/23 – 01/02/24    |
| Ariana Lorenzo  | City Clerk   | _____ - Date           |
| Tammy Melton    | City Clerk   | _____ - _____          |

1.4 **Official Newspaper.** *The Junction City Union* is the Issuer's official newspaper and was the official newspaper on the date of publication of (a) the Ordinance, (b) the Notices required pursuant to K.S.A. 12-1740 *et seq.* (the "Act"); and (c) a Notice of Public Hearing as required by law relating to the issuance of the Bonds and granting of a property tax exemption.

### 2. ISSUER DOCUMENTS

2.1 **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds to be furnished to CAMSO Manufacturing USA, LTD., the original purchaser of the Bonds (the "Purchaser"), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief full, true

and complete; none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. **Execution of Bonds and Bond Documents.** We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount not to exceed \$60,000,000, consisting of a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the "Issuer Documents") authorized by Ordinance No. [ ] (the "Ordinance"):

- (i) a Trust Indenture dated as of December 1, 2024 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds;
- (ii) a Site Lease dated as of December 1, 2024 (the "Site Lease"), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds;
- (iii) a Project Lease dated as of December 1, 2024 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to CAMSO Manufacturing USA, LTD., (the "Purchaser").

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of the Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. **Enforceability of Documents.** To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. **Representations and Warranties.** To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

### 3. **LEGAL MATTERS; PROJECT**

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer.

3.2. **No Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for payment of the Bonds.

3.3. **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

3.4. **Compliance with Statutes Governing Property Tax Exemptions.** Written notices complying with the provisions of K.S.A. 12-1749c and K.S.A. Supp. 12-1749d (relating to ad valorem property tax exemptions) were given in a timely manner to the Board of County Commissioners of Geary County, Kansas and to each unified school district in which the Project is located. Prior to the granting of the property tax exemption, an analysis of the costs and benefits of such exemption was prepared for the Issuer's governing body, which included the effect of the exemption on state revenues, and a public hearing on the granting of the exemption was held by the governing body of the Issuer. A copy of the Analysis of Costs and Benefits is attached to this Certificate as ***Exhibit A***. Notice of the public hearing was published once at least seven days prior to the hearing in the official newspaper of the Issuer, and indicated the purpose, time and place of the hearing.

### 4. **MISCELLANEOUS**

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Trust Indenture, the Trustee is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Trust Indenture.

*[balance of this page intentionally left blank]*

**IN WITNESS WHEREOF**, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF JUNCTION CITY, KANSAS

[SEAL]

---

Pat Landes,  
Mayor

ATTEST:

---

Ariana Lorenzo, City Clerk

**EXHIBIT A**  
**ANALYSIS OF COSTS AND BENEFITS**



When Recorded Return to:  
Sarah Steele, Esq.  
Gilmore & Bell, P.C.  
100 N. Main, Suite 800  
Wichita, Kansas 67202

#### **NOTICE OF SITE LEASE AND PROJECT LEASE**

Notice is hereby given as of December 27, 2024, that CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant"), has leased real property located in Geary County, Kansas, described in ***Schedule I*** attached hereto (the "Project") to the City of Junction City, Kansas, an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of December 1, 2024 (the "Site Lease").

Notice is hereby further given as of December 27, 2024, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2024 (the "Project Lease").

The Site Lease and Project Lease expire on December 31, 2035, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

*[balance of this page intentionally left blank]*

**IN WITNESS WHEREOF**, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of Junction City, Kansas as of the day and year first above written.

**CITY OF JUNCTION CITY, KANSAS**

\_\_\_\_\_  
Pat Landes, Mayor

[SEAL]

\_\_\_\_\_  
Ariana Lorenzo, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
                                              ) SS:  
COUNTY OF GEARY                )

This instrument was acknowledged before me on December \_\_\_\_, 2024 by Pat Landes as Mayor and by Ariana Lorenzo as City Clerk of the City of Junction City, Kansas, a municipal corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My Appointment Expires:

\_\_\_\_\_

## ***SCHEDULE I***

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 1, 2024, BY AND BETWEEN CITY OF JUNCTION CITY, KANSAS AND CAMSO MANUFACTURING USA, LTD.

### **PROPERTY SUBJECT TO PROJECT LEASE**

(A) A leasehold interest in the following described real estate located in Geary County, Kansas:

Lot One (1), I-70 Business Park being a replat of a portion of the North Central Foundry Addition and a Portion of the replat of the I-70 Industrial Park West Addition to Junction City, Geary County, Kansas, except dedicated road right of way, according to plat filed in Plat Book F, Pages 85-87.

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Trust Indenture.

When Recorded Return to:  
Sarah Steele, Esq.  
Gilmore & Bell, P.C.  
100 N. Main, Suite 800  
Wichita, Kansas 67202

#### **ASSIGNMENT OF SITE LEASE AND PROJECT LEASE**

**WHEREAS**, the City of Junction City, Kansas, an incorporated city of the first class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of December 1, 2024 (the "Site Lease") with CAMSO Manufacturing USA, LTD., a Delaware corporation, (a Michelin Group Company) (the "Tenant"), of real property described in ***Schedule I*** attached hereto (the "Real Property"); and

**WHEREAS**, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2024 (the "Project Lease"); and

**WHEREAS**, the Site Lease and Project Lease are for terms beginning as of December 27, 2024, and expiring December 31, 2035; and

**WHEREAS**, the Issuer has issued its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

**WHEREAS**, Security Bank of Kansas City, Kansas City, Kansas, has been designated as trustee (the "Trustee") pursuant to the terms of a Trust Indenture dated as of December 1, 2024 (the "Indenture"), between the Issuer and the Trustee, and under the Indenture the Trustee is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Indenture, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

**NOW, THEREFORE**, in consideration of the acceptance by the Trustee of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of December 27, 2024 assign to the Trustee all of its right, title and interest in the Site Lease and the Project

Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the Trust Indenture the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Trustee under the Trust Indenture.

*[balance of this page intentionally left blank]*



**IN WITNESS WHEREOF**, the City of Junction City, Kansas, has set its hand by its Mayor and attested by the City Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

**CITY OF JUNCTION CITY, KANSAS**

\_\_\_\_\_  
Pat Landes, Mayor

[SEAL]

\_\_\_\_\_  
Ariana Lorenzo, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
                                              ) SS:  
COUNTY OF GEARY                )

This instrument was acknowledged before me on December \_\_\_, 2024 by Pat Landes as Mayor and by Ariana Lorenzo as City Clerk of the City of Junction City, Kansas, a municipal corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

My Appointment Expires:

\_\_\_\_\_

## ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting trust officer of Security Bank of Kansas City hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and the Project Lease by the City of Junction City, Kansas (the "Issuer") of all of its rights and interest in and to the Site Lease and the Project Lease dated as of December 1, 2024, between the Issuer, and CAMSO Manufacturing USA, LTD., as Tenant.

**Security Bank of Kansas City**  
**Kansas City, Kansas,**  
as Trustee

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President

## ACKNOWLEDGMENT

STATE OF KANSAS                 )  
                                                      ) SS.  
COUNTY OF SEDGWICK         )

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2024, by Bonnie Mosher, Vice President of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

## ***SCHEDULE I***

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 1, 2024, BY  
AND BETWEEN CITY OF JUNCTION CITY, KANSAS AND CAMSO  
MANUFACTURING USA, LTD.

### **PROPERTY SUBJECT TO PROJECT LEASE**

(A) A leasehold interest in the following described real estate located in Geary County,  
Kansas:

Lot One (1), I-70 Business Park being a replat of a portion of the North Central  
Foundry Addition and a Portion of the replat of the I-70 Industrial Park West  
Addition to Junction City, Geary County, Kansas, except dedicated road right of  
way, according to plat filed in Plat Book F, Pages 85-87.

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted  
Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter  
acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the  
Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations  
or additional improvements properly deemed a part of the Project pursuant to and in accordance with the  
provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both  
the Project Lease and the Trust Indenture.

**BEFORE THE BOARD OF TAX APPEALS  
OF THE STATE OF KANSAS**

**CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS**

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Junction City, Kansas issued its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) dated December 27, 2024 in the principal amount of \$37,548,878 on the 27<sup>th</sup> day of December, 2024.

City of Junction City, Kansas

By: \_\_\_\_\_  
Authorized Officer

BOTA Filing No.: \_\_\_\_\_

**VERIFICATION**

STATE OF KANSAS                                 )  
                                                              ) SS:  
COUNTY OF SEDGWICK                         )

Sarah O. Steele of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Taxable Industrial Revenue Bonds; that she has read the foregoing Certificate of Issuance and knows of her own personal knowledge that the statements set forth therein are true and correct.

By: \_\_\_\_\_  
Sarah O. Steele

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

## TRUSTEE'S RECEIPT AND CLOSING CERTIFICATE

**Not to Exceed \$60,000,000**  
**City of Junction City, Kansas**  
**Taxable Industrial Revenue Bonds**  
**Series 2024**  
**(CAMSO Manufacturing Project)**

The undersigned, a duly authorized trust officer of Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), the trustee designated in a Trust Indenture dated as of December 1, 2024 (the "Indenture") between the City of Junction City, Kansas (the "Issuer") and the Trustee, which authorizes and secures the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) (the "Bonds"), hereby certifies on behalf of the Trustee:

(a) The Trustee hereby ratifies and confirms its acceptance of the duties specified for it in the Trust Indenture, the Site Lease and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Trustee is a party have been duly executed and delivered on behalf of the Trustee by duly authorized officers of the Trustee and constitute valid and binding obligations of the Trustee, enforceable in accordance with their terms.

(b) The Trustee is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof, and has full power and authority to act as trustee, paying agent and bond registrar as provided in the Trust Indenture and to discharge the duties imposed upon it by the Bond Documents.

(c) Pursuant to and in accordance with the provisions of the Trust Indenture and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Trustee by a duly authorized officer or signatory of the Trustee, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Trustee, authorized to perform the acts described herein.

(d) The Trustee has delivered certificates representing the entire principal amount of the Bonds presently being issued pursuant to the Indenture to or for the account of CAMSO Manufacturing USA, LTD., the Original Purchaser, as of the delivery of this certificate.

(e) The Trustee acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(f) The Trustee deposited the net proceeds from the sale of the Bonds into the funds and accounts established under the Trust Indenture as provided in the Trust Indenture.

(g) The Trustee acknowledges receipt of each of the documents specified in the Trust Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

*[balance of this page intentionally left blank]*



**IN WITNESS WHEREOF**, the Trustee has caused this certificate to be executed by a duly authorized trust officer this \_\_\_\_\_ day of December, 2024.

**SECURITY BANK OF KANSAS CITY**  
Kansas City, Kansas  
as Trustee

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President

## TENANT'S CLOSING CERTIFICATE

**Not to Exceed \$60,000,000**  
**City of Junction City, Kansas**  
**Taxable Industrial Revenue Bonds**  
**Series 2024**  
**(CAMSO Manufacturing Project)**

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Treasurer of CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of not to exceed \$60,000,000 principal amount of Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) (the "Bonds"), by the City of Junction City, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

### 1. CORPORATE ORGANIZATION AND AUTHORITY

1.1. **Due Organization.** The Tenant is a corporation duly incorporated, organized and in good standing under the laws of the State of Delaware and is in good standing and duly authorized and qualified to do business in the State of Kansas. A copy of the Certificate of Good Standing of the Tenant is attached hereto as *Exhibit E*.

1.2. **Certificate of Incorporation and Bylaws.** The copy of the Certificate of Incorporation of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of the Certificate of Incorporation, as amended to date, as certified by the Secretary of the State of Kansas, and the Certificate of Incorporation have not been further amended and are in full force and effect as of the date hereof. The copy of the Bylaws of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of the Bylaws, as amended to date, and the Bylaws have not been further amended and are in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

### 2. CORPORATE PROCEEDINGS AND LEGAL DOCUMENTS

2.1. **Corporate Proceedings.** A true and correct copy of the resolution lawfully adopted by the Board of Directors of the Tenant in accordance with the laws of the Tenant's state of incorporation and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized officers pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and

600365.20255\CLOSING DOCUMENTS

are in substantially the same form and text as the copies of such documents which were presented before the Board of Directors of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

- (a) Site Lease dated as of December 1, 2024 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.
- (b) Project Lease dated as of December 1, 2024 (the "Project Lease"), between the Issuer and the Tenant.
- (c) Bond Purchase Agreement dated as of December 27, 2024 (the "Bond Purchase Agreement"), among the Issuer and the Tenant.

2.3. **Authorization of Documents.** The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. **Representations in the Tenant Documents.** Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

### 3. **DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS**

3.1. **Location and Description of Project.** The proceeds of the Bonds are being used to finance the costs of the Project (as defined in the Project Lease). The Project consists of the acquisition, construction and equipping of a manufacturing facility. The Project is located within the corporate limits of the Issuer.

3.2. **Sources and Uses of Funds.** The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

### 4. **LEGAL MATTERS**

4.1. **No Litigation.** There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to

the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

4.2. **Title to the Project.** To the best of my knowledge, based on a certificate of title, there is at present no defect in the title to the land on which the Project is or will be constructed, or any other property described in the Trust Indenture, the Site Lease or the Project Lease, other than Permitted Encumbrances, if any (as defined in the Project Lease), which may materially interfere with or impair the operation of, or materially adversely affect the value of, the Project or prevent or limit the carrying out of the purposes for which the same is being used by the Tenant.

4.3. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

4.4. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Certificate of Incorporation or Bylaws or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

4.5. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds.

## 5. ENVIRONMENTAL MATTERS.

5.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current.

5.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease) in all material respects.

5.3. **No Pending Actions.** There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

5.4. **Releases of Hazardous Substances.** Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto the Project; it has not been able to discover any such releases, and has concluded that there are none. The terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

**5.5. Present Conditions.** Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project which could give rise to a material action against Tenant or to material liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]



**IN WITNESS WHEREOF**, I have signed this certificate for delivery concurrently with the issuance of the Bonds.

**CAMSO MANUFACTURING USA, LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**CERTIFICATE OF INCORPORATION**

**EXHIBIT B**

**BYLAWS**

**EXHIBIT C**

**CORPORATE RESOLUTION**

## EXHIBIT D

### SOURCES AND USES OF FUNDS

#### Sources of Funds:

|                               |                            |
|-------------------------------|----------------------------|
| Principal Amount of the Bonds | Not to exceed \$60,000,000 |
|-------------------------------|----------------------------|

|              |                                   |
|--------------|-----------------------------------|
| <b>Total</b> | <b>Not to exceed \$60,000,000</b> |
|--------------|-----------------------------------|

#### Uses of Funds:

|                       |                            |
|-----------------------|----------------------------|
| Building Construction | Not to exceed \$60,000,000 |
|-----------------------|----------------------------|

|              |                                   |
|--------------|-----------------------------------|
| <b>Total</b> | <b>Not to exceed \$60,000,000</b> |
|--------------|-----------------------------------|



**EXHIBIT E**

**CERTIFICATE OF GOOD STANDING**

## CORPORATE RESOLUTION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CAMSO MANUFACTURING USA, LTD., A DELAWARE CORPORATION (a Michelin Group Company), that the City of Junction City, Kansas (the "Issuer") shall issue its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) in the aggregate principal amount not to exceed \$60,000,000 (the "Bonds") for the purpose of paying the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project"); and further

BE IT RESOLVED that the Bonds shall be issued pursuant to a Trust Indenture between the Issuer and Security Bank of Kansas City (the "Trustee"); and further

BE IT RESOLVED, that this company shall execute, enter into and perform a Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further,

BE IT RESOLVED that this company shall execute, enter into and perform a Project Lease (the "Project Lease") between the Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further,

BE IT RESOLVED, that this company shall execute, enter into and perform a Bond Purchase Agreement (the "Bond Purchase Agreement") between this company and the Issuer relating to the sale and purchase of the Bonds; and further

BE IT RESOLVED, that any officer of this company be and is hereby authorized and directed to execute and deliver the Site Lease, the Project Lease and the Bond Purchase Agreement (the "Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED, that any officer of this company be and is hereby authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED, that the officers of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

*[Remainder of Page Intentionally Left Blank]*

## **CERTIFICATE**

I, the undersigned Treasurer of CAMSO Manufacturing USA, LTD., hereby certify that the foregoing Resolutions are hereby lawfully adopted by the Board of Directors of CAMSO Manufacturing USA, LTD. and the same are presently in full force and effect as of the \_\_\_\_\_ day of December, 2024.

**CAMSO MANUFACTURING USA, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[FORM OF OPINION FOR COUNSEL TO ISSUER]

December 27, 2024

Gilmore & Bell, P.C.  
Wichita, Kansas

CAMSO Manufacturing USA, LTD.  
Junction City, Kansas

Governing Body  
City of Junction City, Kansas

Re: Not to Exceed \$60,000,000  
City of Junction City, Kansas  
Taxable Industrial Revenue Bonds  
Series 2024  
(CAMSO Manufacturing Project)  
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of Junction City, Kansas (the "Issuer"), and acting as its counsel, I have advised the Issuer in connection with its Ordinance No. [ ] (the "Ordinance"); a Site Lease dated as of December 1, 2024, between the Issuer and CAMSO Manufacturing USA, LTD. (a Michelin Group Company) (the "Tenant"); a Project Lease dated as of December 1, 2024, between the Issuer and the Tenant; a Trust Indenture dated as of December 27, 2024 between the Issuer, and Security Bank of Kansas City, Kansas City, Kansas, as Trustee, and a Bond Purchase Agreement among the Issuer, the Tenant and CAMSO Manufacturing USA, LTD., as Original Purchaser (collectively, the "Bond Documents") and other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.
2. The Issuer, acting through a majority of its governing body, did pass the Ordinance on December 17, 2024; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,



## **BOND PREPARATION CERTIFICATE**

This will certify that the undersigned has caused to be prepared and delivered one (1) original Bond certificate in the aggregate principal amount of not to exceed \$60,000,000 for the City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project); and one (1) sample Bond.

**GILMORE & BELL, P.C.**

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

**PURCHASER'S CERTIFICATE AND RECEIPT**

**Not to Exceed \$60,000,000  
City of Junction City, Kansas  
Taxable Industrial Revenue Bonds  
Series 2024  
(CAMSO Manufacturing Project)**

CAMSO Manufacturing USA, Ltd. (a Michelin Group Company) (the "Purchaser"), hereby certifies that the Purchaser received from Security Bank of Kansas City, Kansas City, Kansas, as Trustee, on behalf of the City of Junction City, Kansas (the "Issuer") the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project), in an aggregate principal amount not to exceed \$60,000,000, dated as of December 27, 2024. Issued by the Issuer and received by the Purchaser was one (1) Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

The Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the City Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Trustee.

DATED December 27, 2024.

**CAMSO MANUFACTURING USA, LTD.**

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF OPINION OF BOND COUNSEL]

December 27, 2024

Governing Body  
City of Junction City, Kansas

CAMSO Manufacturing USA, LTD.  
Junction City, Kansas

Security Bank of Kansas City  
Kansas City, Kansas

Re: Not to Exceed \$60,000,000  
City of Junction City, Kansas  
Taxable Industrial Revenue Bonds  
Series 2024  
(CAMSO Manufacturing Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Junction City, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and a Trust Indenture (the "Indenture") dated as of December 1, 2024 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Tenant contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Foulston Siefkin, LLP, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the corporate status and due organization of the Tenant, (b) the corporate power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the "State"), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Indenture, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer.

3. The Bonds are payable solely from the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Indenture, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Indenture creates a valid lien on the Trust Estate pledged and assigned by the Issuer to the Trustee under the Indenture for the benefit and security of the owners of the Bonds, on a parity with other bonds, if any, issued or to be issued as Additional Bonds under the Indenture.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State; provided, however, that no opinion is expressed with respect to the applicability of the privilege tax imposed on banking institutions pursuant to K.S.A. 79-1107 and 79-1108.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material relating to the Bonds, (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Site Lease and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS:as

**CAMSO MANUFACTURING USA, LTD.  
AS TENANT  
AND  
AS PURCHASER**

**CITY OF JUNCTION CITY, KANSAS  
AS ISSUER**

**BOND PURCHASE AGREEMENT**

**NOT TO EXCEED \$60,000,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

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## **BOND PURCHASE AGREEMENT**

NOT TO EXCEED \$60,000,000  
CITY OF JUNCTION CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)  
Dated: DECEMBER 27, 2024

**THIS AGREEMENT** entered into December 27, 2024 (the "Sale Date"), between CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant" and the "Purchaser") and the City of Junction City, Kansas (the "Issuer") collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

### **SECTION 1. RECITALS.**

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds to acquisition, construction and equipping of a manufacturing facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of December 1, 2024 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq.* (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated December 27, 2024, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on December 17, 2024 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated December 1, 2024 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

(c) The proceeds of the sale of the Bonds are to be applied to pay expenses related to Bond issuance as set forth in the Project Lease, Ordinance and Indenture.

### **SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.**

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on December 27, 2024, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser. The date of such delivery and payment is herein called the "Issue Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Issue Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Indenture and the Bonds shall have the maturities and interest rates as set forth therein. The Bonds shall contain such other provisions as are described in the Indenture.

(b) The Parties acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser; (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as

an agent or a fiduciary of any of the Issuer or the Tenant; (iii) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer or the Tenant with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer or the Tenant, on other matters) or any other obligation to the Issuer or the Tenant except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (iv) the Issuer and the Tenant have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the “Blue Sky” laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

### **SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER**

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer and the Tenant that as of the date hereof and at the Closing Time:

(a) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Indenture and Project Lease authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Project, the Tenant or security for payment of the Bonds.

(b) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (i) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (ii) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities Act of 1933, as amended, or any applicable state securities law and that (iii) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

#### **SECTION 4. ISSUER'S REPRESENTATIONS.**

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements made in such certificate.

#### **SECTION 5. REPRESENTATIONS OF THE TENANT.**

The Tenant makes the following representations as of the Closing, all of which will continue in effect subsequent to the Closing:

(a) The Tenant is a duly formed Delaware corporation, duly authorized to do business under the laws of the State of Kansas.

(b) The Tenant has full power and authority to enter into, execute and deliver the Project Lease, and this Bond Purchase Agreement (the "Tenant Documents"), and to perform its obligations thereunder, all of which have been duly authorized by all proper and necessary corporate action, and no

consent or approval of parties not signatories to this Bond Purchase Agreement or of any public authority other than the Issuer is necessary to carry out the same.

(c) The execution, delivery and performance by the Tenant of the Tenant Documents will not conflict with or constitute a material violation or breach of or a default under its articles of incorporation or bylaws, or any mortgage, indenture, deed of trust, contract, instrument or agreement binding on it or affecting its property, or any provision of law or order, rule, regulation, ordinance or decree of any court, government or governmental body having jurisdiction over the Tenant or any of its property.

(d) To the actual knowledge of the officer of the Tenant signing this Bond Purchase Agreement, there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officer of the Tenant signing this Bond Purchase Agreement, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the its business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the management of the Tenant will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the management of the Tenant, materially adversely affect the Tenant's operations or condition, financial or otherwise.

#### **SECTION 6. TENANT'S COVENANT.**

The Tenant will promptly notify the Purchaser of any material adverse change in the business, properties or financial condition of the Tenant, or with respect to the Project, occurring before Closing.

#### **SECTION 7. REPRESENTATIONS TO SURVIVE CLOSING.**

The representations, warranties, agreements, and indemnities of the Issuer, the Tenant and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer, the Tenant or the Purchaser, of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease and the Project Lease.

#### **SECTION 8. CONDITIONS OF CLOSING.**

The Purchaser's obligations to purchase the Bonds are subject to fulfillment of the following conditions at or before Closing:

(a) The representations of the Issuer and the Tenant hereunder must be true on and as of the Issue Date and must be confirmed by certificates dated as of the Closing;

(b) Neither the Issuer nor the Tenant has defaulted in the performance of any of their respective covenants hereunder;

(c) The Purchaser must receive at the Closing:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Purchaser and its counsel;

- (ii) an opinion of counsel for the Tenant, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel confirming the Tenant's representations as set forth in paragraphs (b) through (d) inclusive of *Section 5* of this Bond Purchase Agreement;
- (iii) an opinion of counsel for the Issuer, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel, confirming the Issuer's representations set forth in paragraphs (a) through (f) inclusive of *Section 4* of this Bond Purchase Agreement;
- (iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser and its counsel, of an authorized official of the Issuer dated the date of the Closing to the effect that (A) each of the representations of the Issuer set forth in *Section 4* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Issuer set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with; and (B) no litigation is pending, or to such official's knowledge, threatened, to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, the proceedings or authority under which they are issued, the existence of the Issuer, the authority of the Issuer to enact the Ordinance or enter into the Indenture, the Project Lease or the Bond Purchase Agreement, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds, and (C) that none of the proceedings authorizing issuance of the Bonds or execution and delivery of the bond documents has been repealed, revoked or rescinded;
- (v) a certificate or certificates, satisfactory in form and substance to Bond Counsel and to the Purchaser and its counsel, of authorized officers of the Tenant, dated the date of Closing to the effect that each of the representations of the Tenant set forth in *Section 5* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Tenant set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with as of such time;
- (vi) such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture and Project Lease, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

(d) At Closing, there shall not have been any adverse change in the business, property or financial condition of the Tenant from that furnished to the Purchaser which, in the judgment of the Purchaser, is material and makes it inadvisable to proceed with the sale of the Bonds; and the Purchaser shall have received a certificate from the Tenant that no material adverse change has occurred or, if such a change has occurred, full information with respect thereto.



## SECTION 9. THE PURCHASER'S RIGHT TO CANCEL.

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of **Section 1** hereof) by notifying the Issuer, the Tenant in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(b) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(e) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(f) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(g) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(h) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(j) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

#### **SECTION 10. PAYMENT OF EXPENSES.**

(a) Whether or not the Bonds are sold by the Issuer to the Purchaser (unless such sale is prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer or the Tenant hereunder; nor shall the Issuer or the Tenant, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale is prevented at the Closing Time by the Issuer's or the Tenant's default).

(b) If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Tenant out of the proceeds of the Bonds or other Tenant funds. Such expenses and costs shall include, but not be limited to: (i) the fees and disbursements of Bond Counsel; (ii) the fees and disbursements of the Issuer's legal counsel; (iii) fees and disbursements of the Tenant's legal counsel; (iv) costs associated with obtaining municipal bond insurance or municipal bond ratings relating to the Bonds, if any; (v) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (vi) fees of the Trustee; and (vii) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

#### **SECTION 11. NOTICES AND OTHER ACTIONS.**

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

|                              |                                                                                 |
|------------------------------|---------------------------------------------------------------------------------|
| The Issuer:                  | City of Junction City, Kansas<br>700 N. Jefferson<br>Junction City, KS 66441    |
| The Tenant<br>and Purchaser: | CAMSO Manufacturing USA, LTD.<br>2925 Industrial St.<br>Junction City, KS 66441 |

#### **SECTION 12. MISCELLANEOUS.**

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer and the Tenant contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (i) any investigation made by or on behalf of the

Purchaser, (ii) delivery of and payment for the Bonds; or (iii) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

#### **SECTION 14. EFFECTIVE DATE.**

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

**CAMSO MANUFACTURING USA, LTD.**

Date: \_\_\_\_\_  
Time: \_\_\_\_:\_\_\_\_.m.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed to as of  
the date first above written.

**CITY OF JUNCTION CITY, KANSAS**

Date: \_\_\_\_\_  
Time: \_\_\_\_:\_\_\_\_.m.

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

ATTEST: (Seal)

By: \_\_\_\_\_  
City Clerk

**CITY OF JUNCTION CITY, KANSAS**

**AS ISSUER**

**AND**

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

**AS TRUSTEE**

**TRUST INDENTURE**

**DATED AS OF DECEMBER 1, 2024**

**NOT TO EXCEED \$60,000,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

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## TRUST INDENTURE

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## TRUST INDENTURE

**THIS TRUST INDENTURE**, dated as of December 1, 2024 (the "Indenture"), between the City of Junction City, Kansas (the "Issuer"), and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee");

### WITNESSETH:

**WHEREAS**, the Issuer is authorized by K.S.A. 12-1740 *et seq.* (the "Act"), to acquire, construct, improve and equip 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 the facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

**WHEREAS**, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project), in the principal amount not to exceed \$60,000,000 (the "Series 2024 Bonds"), for the purpose of providing funds for the acquisition, construction and equipping of a manufacturing facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant"); 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 2024 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds as the same become due; and

**WHEREAS**, all things necessary to make the Series 2024 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 herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2024 Bonds, subject to the terms hereof, 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 hereby created, the purchase and acceptance of the Series 2024 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, 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 herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (the property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer's Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Site Lease and Project Lease;

(b) 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 hereunder by the Issuer, by the Tenant or by anyone in their behalf, or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby 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 herein set forth, for the equal and proportionate benefit, protection and security of the Series 2024 Bonds and any Additional 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**, if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, 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 thereof (as provided in *Article XII* hereof), 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 hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder 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 1.01. Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

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



**"Additional Bonds"** means any Bonds issued in addition to the Series 2024 Bonds pursuant to *Section 2.09* of this Indenture.

**"Authorized Denomination"** means \$5,000 or any integral multiples thereof.

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

**"Bond"** or **"Bonds"** means the Series 2024 Bonds and any Additional Bonds.

**"Bond Counsel"** means the firm of Gilmore & Bell, P.C. 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 Issuer and Tenant.

**"Bond Purchase Agreement"** means the Bond Purchase Agreement dated December 27, 2024, between the Issuer and the Original Purchaser.

**"Bond Registrar"** means the Trustee.

**"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"** means the occurrence of any of the following events:

- (a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;
- (b) title to all or any substantial portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;
- (c) all or a substantial portion 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 Site Lease and Project Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

**"Completion Date"** means the earlier of (i) the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease or (ii) December 31, 2025.

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

**"Costs of Issuance"** means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, 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 Tenant.

**"Costs of Issuance Account"** means the "City of Junction City, Kansas Costs of Issuance Account (CAMSO Manufacturing Project)" authorized and established with the Trustee pursuant to the Indenture.

**"Dated Date"** means December 27, 2024.

**"Debt Service Fund"** means the "City of Junction City, Kansas Debt Service Fund (CAMSO Manufacturing Project)" authorized and established with the Trustee pursuant to the Indenture.

**"Default Administration Costs"** means 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.

**"Draw Date"** means each date following the Issue Date on which the Original Purchaser makes payment of all or part of the Purchase Price.

**"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 or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (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 Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% 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 Tenant within such period and diligently pursued until such default is corrected; or
- (d) An "Event of Default" as defined in the Project Lease.

**"Existing Facilities"** means all buildings and building improvements existing on the Real Property on the date of issuance of the Series 2024 Bonds.

**"Funds and Accounts"** means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

**"Government Securities"** means 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"** means the Existing Facilities and all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

**"Indenture"** means this Trust Indenture, 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 2024 Bonds, it means December 31, 2035.

**"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"** means 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:

- (a) Government Securities;
- (b) obligations of the Federal National Mortgage Association, 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, Farmers Home Administration and Federal Home Loan Mortgage Association;
- (c) 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 excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), 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;
- (d) 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 recognized 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 (a) or (b) above;
- (e) any investment in shares or units of a money market fund or trust rated "AAAm" or "AAAm-G" or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);
- (f) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above.

**"Issue Date"** means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the initial payment of all or part of the Purchase Price.

**"Issuer"** means the City of Junction City, Kansas, a city of the first class organized under the laws of the State, and its successors and assigns.

**"Maturity"** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**"Notice Representative"** means:

- (a) With respect to the Tenant, its Treasurer at its Notice Address (as defined in the Project Lease).
- (b) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Project Lease).
- (c) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Project Lease).

**"Original Proceeds"** means all sale proceeds, including accrued interest, from sale of the Series 2024 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

**"Original Purchaser"** means CAMSO Manufacturing USA, LTD.

**"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 or redemption in accordance with the provisions of *Section 12.02* 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 "Owners"** 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.

**"Payment Date"** means any Interest Payment Date or any Principal Payment Date.

**"Person"** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**"Principal Payment Date"** means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2024 Bonds, the Principal Payment Date is December 31, 2035.

**"Project"** means the Real Property and the Improvements.

**"Project Additions"** means any 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 Project Lease.

**"Project Costs"** means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Real Property and such of the Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2024 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 or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition or performance of work on the Improvements prior to the issuance of the 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 Project Lease, respectively;

(f) interest accruing on the Series 2024 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

**"Project Fund"** means the "City of Junction City, Kansas Project Fund (CAMSO Manufacturing Project)" authorized and established with the Trustee pursuant to the Indenture.

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

**"Purchase Price"** means the amount set forth in the Bond Purchase Agreement.

**"Real Property"** means the real property (or interests therein) described in *Schedule I* to the Project Lease.

**"Record Date"** means the fifteenth day of the month of each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

**"Redemption Date"** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Indenture.



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

**"Series 2024 Bonds"** means the City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) dated December 27, 2024 in the aggregate principal amount not to exceed \$60,000,000.

**"Site Lease"** means that Site Lease dated as of December 1, 2024, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

**"State"** means the State of Kansas.

**"Stated Maturity"** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**"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.

**"Tenant"** means CAMSO Manufacturing USA, LTD., a Delaware corporation, its successors and assigns.

**"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 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's Rights"** mean the rights of the Issuer pursuant to the Project 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 Project Lease, all in accordance with the terms of the Project Lease.

## **Section 1.02. 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, trusts and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture 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.

(c) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Indenture 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 hereof.

## ARTICLE II

### THE BONDS

**Section 2.01. 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 Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing 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 hereby expressly limited to the \$60,000,000 principal amount of Series 2024 Bonds and any Additional Bonds permitted hereunder.

#### **Section 2.02. 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 Project Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project or insurance proceeds and condemnation awards, if any, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owner(s) of Bonds, 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 thereon, nor any judgment thereon or with respect thereto, 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 thereof, 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 herein or therein 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 hereinabove provided. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

#### **Section 2.03. Denomination, Numbering and Dating of Bonds.**

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. 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, 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 2.04. Method and Place of Payment of Bonds.** The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

**Section 2.05. 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 thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be such 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 such persons as 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 endorsed thereon a Certificate of Authentication substantially in the form set forth in *Article IV* hereof, 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 hereunder at any one time.

## **Section 2.06. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2024 Bonds and any Additional Bonds as provided in this Indenture.

(b) Bonds may be transferred only upon the books maintained by 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 Owner(s) of Bonds 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 Denomination 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 Owner(s) of Bonds fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner(s) of Bonds 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 Owner(s) of Bonds.

(c) 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 forthwith 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 Owner(s) of Bonds 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 thereof has been selected for redemption.

(d) All of the duties of the Trustee set forth in this *Section 2.06* 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.

**Section 2.07. 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 premium, if any, 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 2.08. Authorization of Series 2024 Bonds.**

(a) The Series 2024 Bonds shall be in substantially the form attached hereto as *Exhibit A*. The Series 2024 Bonds shall be in the aggregate original principal amount of the amount advanced to the Project Fund by the Original Purchaser of the Series 2024 Bonds on the Issue Date, and each amount subsequently advanced to the Project Fund on each Draw Date, made by presenting to the Trustee a completed requisition for payment of Project Costs in the form attached as *Exhibit A* to the Project Lease, but not exceeding an aggregate principal amount of \$60,000,000. Advances on the Series 2024 Bonds shall be made on the Issue Date and on each Draw Date; provided, however, all advances of additional principal for the Series 2024

Bonds must occur, if at all, by the Completion Date. The Series 2024 Bonds shall be in substantially the form attached hereto as *Exhibit A*.

Pending advancement by the Original Purchaser of the entire authorized principal amount of Series 2024 Bonds, or receipt from the Tenant of a Certificate of Completion, whichever comes first, the Trustee shall retain custody of all Series 2024 Bond certificates. The Trustee shall endorse the Schedule of Principal Amounts Advanced attached to the Series 2024 Bond certificate to reflect an increase in principal amount Outstanding each time the Original Purchaser advances money to the Project Fund to pay Project Costs as requested by the Tenant. Each such endorsement reflecting an increase in Outstanding principal amount shall constitute the Trustee's authentication of the issuance of Series 2024 Bonds reflected by such endorsement. The Issuer hereby irrevocably authorizes the Trustee to so endorse each Series 2024 Bond certificate; however, failure by the Trustee to effect any such endorsement or any error in such endorsement shall not limit the Issuer's obligations under the Series 2024 Bond certificate with respect to principal amounts which are in fact Outstanding. The Trustee shall, upon request, send written confirmation to the Tenant and the Issuer of the amount of Series 2024 Bonds Outstanding on any date. The Trustee agrees that immediately upon the making of any endorsement on the Schedule of Principal Amounts Advanced attached to the Series 2024 Bond certificate, the Trustee will forward a copy of such Schedule of Principal Amounts Advanced to Bond Counsel, via email to the address set forth below:

Gilmore & Bell, P.C.  
100 North Main, Suite 800  
Wichita, Kansas 67202  
Attention Sarah Steele, Esq.  
Email: ssteele@gilmorebell.com

The Series 2024 Bonds shall be payable as set forth in *Appendix A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Series 2024 Bonds as set forth in *Appendix A* are incorporated into this Indenture by reference. The Series 2024 Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project).

(b) Interest on the Series 2024 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2024 Bonds.

(d) Upon the original issuance and delivery of the Series 2024 Bonds, the effective date of registration thereof shall be their Dated Date.

(e) The Series 2024 Bonds shall be substantially in the form and manner set forth in *Exhibit A* hereof 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) An original or certified copy of the Ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2024 Bonds and the execution of this Indenture and the Project Lease.
- (ii) An original executed counterpart of this Indenture.



- (iii) An original executed counterpart of the Site Lease.
- (iv) An original executed counterpart of the Project Lease.
- (v) An opinion of Bond Counsel to the effect that the Series 2024 Bonds constitute valid and legally binding obligations of the Issuer and exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.
- (vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2024 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 2024 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2024 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2024 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof.

## **Section 2.09. Authorization of Additional Bonds.**

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2024 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

- (i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.
- (ii) 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 thereto or thereof.
- (iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant 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.
- (iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and 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 Original Purchaser shall be given written notice thereof by Issuer or Tenant, and the Issuer's governing body 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 Tenant to provide for rental payments at least sufficient to pay the principal of, premium, if any, 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 owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2024 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 2024 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* hereof 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) An original or certified 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 Project Lease.

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

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Additional Bonds is excluded from gross income for Kansas income taxation, subject to such limitations and restrictions as shall be described therein.

(v) 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 duly made for the payment of all of the Bonds to be refunded in accordance with the provisions of *Article XII* of this Indenture.

(vi) A copy of the written notice to the Original Purchaser.

(vii) Such other instructions, certificates, 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 and premium 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* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) 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, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof 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 Tenant.

#### **Section 2.10. Temporary Bonds.**

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in denominations of \$5,000 or any integral multiple thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

**Section 2.11. 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 thereof. 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 therewith.

#### **Section 2.12. 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 thereof 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.

**Section 2.13. Payments Due on Saturdays, Sundays and Holidays.** In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, 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, and no interest shall accrue for the period after such date.

**Section 2.14. Nonpresentment of Bonds.** In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, 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 Owner(s) of Bonds 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 Owner(s) of Bonds, 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 Tenant 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 Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 3.01. Redemption of Bonds Generally.** The Series 2024 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated 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.

**Section 3.02. Redemption of Series 2024 Bonds.** The Series 2024 Bonds shall be subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after December 27, 2024, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

**Section 3.03. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a

separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (ii) for exchange, without charge to the Owner thereof, 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 of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange, 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 3.04. 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 mandatory redemption of Term Bonds, 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 Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof 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 Tenant. 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 herein, no request from the Issuer or instructions from the Tenant shall be necessary. Such instructions may direct that the redemption be conditioned upon the availability of funds therefore from the proceeds of refunding bonds issued by the Issuer.

**Section 3.05. Notice of Redemption.** Notice of the call for any redemption identifying the Bonds or portions thereof 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 to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, failure to give such notice by mailing, 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 Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof 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. Any notice of redemption may be conditioned upon the availability of funds therefore from the proceeds of refunding bonds to be issued by the Issuer, if so instructed by the Tenant. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.



**Section 3.06. Effect of Call for Redemption.** 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, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, 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 4.01. Forms Generally.** The Series 2024 Bonds, and the Trustee's certificate of authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. 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 legends 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.

**Section 4.02. Bond Counsel's Approving Opinion.** If printed on the Bond certificates, Bond Counsel's approving opinion with respect to the authorization and issuance of the Bonds shall be preceded by the following certificate:

I, the undersigned, City Clerk of the City of Junction City, Kansas hereby certify that the following is a true and correct copy of the complete final legal opinion of Gilmore & Bell, P.C., Bond Counsel, on the within Bond and the series of which the Bond is a part, except that it omits the date of such opinion, that the legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with Security Bank of Kansas City, Kansas City, Kansas.

(facsimile signature)  
City Clerk of the  
City of Junction City, Kansas

## ARTICLE V

### CUSTODY AND APPLICATION OF BOND PROCEEDS

**Section 5.01. Creation of Funds and Accounts.** There are hereby authorized to be established in the custody of the Trustee the following Funds and Accounts:

- (a) "City of Junction City, Kansas Project Fund (CAMSO Manufacturing Project)"
- (b) "City of Junction City, Kansas Debt Service Fund (CAMSO Manufacturing Project)"

**Section 5.02. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Series 2024 Bonds shall be deposited simultaneously with the delivery of the Series 2024 Bonds as follows:

(a) All accrued interest and premium, if any, received from the sale of the Series 2024 Bonds shall be deposited in the Debt Service Fund.

(b) The remaining balance of proceeds derived from the sale of the Series 2024 Bonds shall be deposited in the Project Fund.

## ARTICLE VI

### REVENUES AND FUNDS

**Section 6.01. Deposits into the Project Fund.** In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.

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

(d) 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 Project Lease.

(e) Except as otherwise provided herein or in the Project Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction of the Improvements, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund.

**Section 6.02. Disbursements from the Project Fund.**

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs (other than Costs of Issuance) in accordance with the provisions of *Article V* of the Project Lease. The Trustee hereby 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 Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

(c) The completion of the Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Tenant of the Certificate of Completion required by *Section 5.5* of the Project Lease. Any balance remaining in the Project Fund shall without

further authorization be deposited in the Debt Service Fund and applied by the Trustee solely to the payment of principal of the Bonds through the payment on a Stated Maturity or redemption thereof on any Redemption Date specified in the optional redemption provisions of *Section 3.02* hereof, or as otherwise permissible in the opinion of Bond Counsel.

**Section 6.03. Disposition Upon Acceleration.** If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

**Section 6.04. Deposits into the Debt Service Fund.** In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(a) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, proceeds of such Additional Bonds in an amount not to exceed the sum which, when added to the accrued interest and premium, if any, 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.

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

**Section 6.05. Application of Moneys in the Debt Service Fund.**

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make the funds so withdrawn available to the Paying Agent for the purpose of paying the principal, premium, if any, and interest.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent the 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 Tenant may also direct such excess moneys in the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant 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 Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XIII* hereof, shall be paid to the Tenant by the Trustee.

## ARTICLE VII

### SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 7.01. 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 Project 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 such as may be agreed upon in writing.

**Section 7.02. Investment of Moneys in Funds.** Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments 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. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account.

**Section 7.03. Record Keeping.** The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 8.01. Payment of Principal of, Premium, if any, 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 well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at

the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, 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 Project 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 Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds 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 Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. 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 8.02. Authority to Execute Indenture and Issue Bonds.** The Issuer covenants, to the best of its knowledge and belief, that: (i) 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 herein set forth (including the creation of a security interest therein); (ii) 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 (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

**Section 8.03. Performance of Covenants.** The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

**Section 8.04. 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 herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

**Section 8.05. Recording and Filing.** The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments 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 Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded 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 8.06. Maintenance, Taxes and Insurance.** The Issuer represents that pursuant to the provisions of *Articles VI, VII and X* of the Project Lease, the Tenant 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 Tenant.

**Section 8.07. 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 reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

**Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease.** The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of the covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

**Section 8.09. Possession and Use of Project.** So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

## **ARTICLE IX**

### **REMEDIES ON DEFAULT**

#### **Section 9.01. 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 Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon 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 Project Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Owner(s) of Bonds owning at least 51% 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 Owner(s) of Bonds 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 9.02. 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 Owner(s) of Bonds owning not less than 25% 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 Owner(s) of Bonds to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(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 thereto, 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 Owner(s) of Bonds, and any recovery of judgment shall be for the equal benefit of all Outstanding Bonds.

(c) In any litigation with the Tenant after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% 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 Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements 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 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

**Section 9.04. Sale in Event of Default.** If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event

whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b)*.

**Section 9.05. Appointment of Receivers.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds.** No Owner(s) of Bonds 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 hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% 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 hereby 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 hereunder, it being understood and intended that no one or more Owner(s) of Bonds 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 hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

**Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% 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 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 proceedings so directed would expose the Trustee to personal liability.

**Section 9.08. Remedies Cumulative.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds 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 Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise 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 Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

**Section 9.09. 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 Owner(s) of Bonds owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. 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 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 Owner(s) of Bonds 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 default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 9.10. Application of Money Received after Event of Default.**

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

*first:* To the payment of Default Administration Costs

*second:* To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due; and

*third:* To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

*fourth:* To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d)*.

## ARTICLE X

### THE TRUSTEE

**Section 10.01. Acceptance of the Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the trusts in the manner in which a corporate trustee ordinarily would perform the trusts under a corporate indenture, and the Trustee shall 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 corporate trust officer would exercise or use under the circumstances, but only upon and 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 Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture, the Site Lease and the Project 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.

(b) 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 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 Trust Indenture and the Project Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Owner(s) of Bonds relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(c) 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 rely upon the opinion or advice of counsel, who may be counsel to the Trustee, Issuer or the Tenant, 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.

(d) 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.

(e) 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 Site Lease or the Project Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or

consent is an Owner(s) of Bonds, 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.

(f) 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 Tenant Representative as sufficient evidence of the facts therein contained, 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.

(g) 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.

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

(i) 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.

(j) 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.

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property 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 Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable 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.

**Section 10.02. 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, 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 it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the 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 Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project 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, redemption premium, if any, 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 Project Lease.

**Section 10.03. Notice to Owner(s) of Bonds 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 Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

**Section 10.04. 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 Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

**Section 10.05. 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 10.06. Resignation of Trustee.** The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, 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 Tenant 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.

**Section 10.07. 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 or the Tenant; 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 or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal amount 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 may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

**Section 10.08. 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 Tenant.

**Section 10.09. 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 Tenant 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; but such predecessor shall, nevertheless, on the written request of the Issuer, 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 10.10. 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 Project Lease, and the Tenant 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 Owner(s) of Bonds 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, premium, if any, 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 by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

**Section 10.11. 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 Site Lease or the Project Lease, and in particular in case of the enforcement of either a 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 10.12. Annual Accounting.** The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting 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 10.13. Performance of Duties under the Site Lease and Project 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 Site Lease and Project Lease.

## ARTICLE XI

### SUPPLEMENTAL INDENTURES

**Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds.** The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, 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 Owner(s) of Bonds;

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

(c) To more precisely identify the Project or to 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 2.09* hereof.

### **Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.**

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (i) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

**Section 11.03. Tenant's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant 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 Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* 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 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

## **ARTICLE XII**

### **SATISFACTION AND DISCHARGE OF INDENTURE**

#### **Section 12.01. Satisfaction and Discharge of the Indenture.**

(a) When the principal of, premium, if any, 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 12.02* hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent 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 Debt Service Fund required to be paid to the Tenant under *Section 6.07(d)* 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 accrued 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 the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

#### **Section 12.02. 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 the applicable premium, if any, on such Bonds, plus 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 (A) moneys sufficient to make such payment or (B) non-callable 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. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, 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 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 (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

##### **Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.**

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owner(s) of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner(s) of Bonds 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.

(ii) The fact of ownership of Bonds and the amount or 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.

**Section 13.02. Limitation of Rights Under the 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 Owner(s) of Bonds, 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 Tenant and the Owner(s) of Bonds as herein provided.

**Section 13.03. 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, to the Notice Representative.

All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant 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 13.04. 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 13.05. 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 13.06. 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.

**Section 13.07. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 13.08. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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**IN WITNESS WHEREOF**, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

**CITY OF JUNCTION CITY, KANSAS**

[SEAL]

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

ATTEST:

\_\_\_\_\_  
City Clerk

"ISSUER"

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
                                              ) SS:  
COUNTY OF GEARY                )

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2024 by Pat Landes as Mayor of the City of Junction City, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**IN WITNESS WHEREOF**, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this 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, all as of the date first above written.

**SECURITY BANK OF KANSAS CITY**  
Kansas City, Kansas,  
as Trustee

By: \_\_\_\_\_  
Name: Bonnie Mosher  
Title: Vice President

"TRUSTEE"

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
                                              ) SS.  
COUNTY OF SEDGWICK         )

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2024, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**APPENDIX A**

**FORM OF BONDS**

*THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (i) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (ii) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (i) AND (ii), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.*

THIS SERIES 2024 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2024 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF GEARY  
CITY OF JUNCTION CITY, KANSAS  
TAXABLE INDUSTRIAL REVENUE BOND  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

Interest  
Rate:

Maturity  
Date:

Dated  
Date:

CUSIP:

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

The City of Junction City, Kansas, a body politic and corporate, incorporated as a city of first class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the principal sum identified above, or such lesser amount as advanced on each Draw Date, on the Maturity Date shown above, unless called for redemption prior to the Maturity Date and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable on December 31, 2035 (the "Interest Payment Dates"), or until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office or other designated office of Security Bank of Kansas City in Kansas City, Kansas (the "Paying Agent" and "Trustee"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month of such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project)," in the aggregate original principal amount not to exceed \$60,000,000 (the "Series 2024 Bonds"), issued for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project"), to be leased by the Issuer to CAMSO Manufacturing USA, LTD., a Delaware corporation (the "Tenant"), under the terms of a Project Lease dated as of December 1, 2024, between the Issuer and the Tenant (the Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project Lease"), 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.* and pursuant to proceedings duly had by the governing body of the Issuer.

The Series 2024 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2024 (the 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 2024 Bonds (the Series 2024 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 Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2024 Bonds are subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after December 27, 2024, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

The 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

Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project 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 Project 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 do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant 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 Junction City, Kansas Debt Service Fund (CAMSO Manufacturing 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 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 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 Tenant has agreed to pay as Additional Rent under the Project Lease all 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 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 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 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**, Issuer has caused this 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 Bonds to be dated as of December 27, 2024.

**CITY OF JUNCTION CITY, KANSAS**

(Facsimile Seal)

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

ATTEST:

\_\_\_\_\_  
City Clerk

---

**(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)**

This Bond certificate evidences ownership of the City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing 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



**SCHEDULE OF PRINCIPAL AMOUNTS ADVANCED**

**DATE OF ADVANCE**

**AMOUNT OF ADVANCE**

**(FORM OF ASSIGNMENT)**

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

\_\_\_\_\_  
Print or Type Name and Address of Transferee

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) or any similar rule which the Trustee deems applicable.

**THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.**

\_\_\_\_\_

**CITY OF JUNCTION CITY, KANSAS**

**AS ISSUER**

**AND**

**CAMSO MANUFACTURING USA, LTD.**

**AS TENANT**

**PROJECT LEASE**

**DATED AS OF DECEMBER 1, 2024**

**NOT TO EXCEED \$60,000,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(CAMSO MANUFACTURING PROJECT)**

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# PROJECT LEASE

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## PROJECT LEASE

**THIS PROJECT LEASE**, made and entered into as of December 1, 2024 between the City of Junction City, Kansas (the "Issuer"), and CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Tenant").

### WITNESSETH:

**WHEREAS**, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project 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.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer 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) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

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

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Trust Indenture, the Trust Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

**WHEREAS**, the Tenant, 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, Issuer and the Tenant do hereby covenant and agree as follows:

## ARTICLE I

### Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Trust Indenture. In addition to the words, terms and phrases defined in the Trust Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

**"Additional Rent"** means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Trust Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Trust Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Trust Indenture 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. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

**"Additional Term"** shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

**"Authorized Tenant Representative"** means the Treasurer of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Treasurer or any Vice President of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

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

**"Basic Rent"** means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

**"Basic Rent Credits"** means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

**"Basic Rent Payment Date"** means December 31, 2035.

**"Basic Term"** means that term commencing as of the delivery of this Project Lease and ending on December 31, 2035, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, 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 Trust 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 Tenant Representative stating that (i) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (ii) the Improvements have been substantially completed in a good and workmanlike manner; (iii) 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; (iv) all Improvements constituting a part of the Project are located or installed upon the Real Property; and (v) 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*.

**"Completion Date"** means the earlier of (i) the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease or (ii) December 31, 2025.

**"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 Assessment"** means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

**"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 Project Lease.

**"Event of Bankruptcy"** means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (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; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (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 Tenant 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 Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant 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 Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

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

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

**"Impositions"** means 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 Tenant'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 Issuer's interest in the Project.

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

**"Net Proceeds"** means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(a) With respect to the Tenant:

CAMSO Manufacturing USA, LTD.  
2925 Industrial St.  
Junction City, KS 66441  
Attn: Kevin Pringle, Treasurer

(b) With respect to the Issuer:

City of Junction City, Kansas  
700 N. Jefferson  
Junction City, Kansas 66441  
Attn: City Clerk

(c) With respect to the Trustee:

Security Bank of Kansas City  
701 Minnesota Ave., Suite 206  
Kansas City, Kansas 66101  
Attn: Corporate Trust Department

**"Owner's Title Evidence"** means for purposes of *Section 6.3* of this Project Lease, either (i) an owner's or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (ii) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

**"Original Proceeds"** means all sale proceeds, including accrued interest, from sale of the Bonds to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

**"Permitted Encumbrances"** means, as of any particular time, (a) liens for taxes and assessments whether or not then delinquent, or which the Tenant may, pursuant to the provisions of *Section 13.3* hereof,

permit to remain unpaid, (b) this Project Lease and the Site Lease, (c) utility access and other easements and rights of way, restrictions and exceptions that will not materially interfere with or impair the Project, (d) any mechanic's, laborer's, materialman's, supplier's or vendor's lien, or right which are either not filed or perfected in the manner prescribed by law, or filed or perfected in the manner provided by law so long as the Tenant contests any such lien, and (e) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Project and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Issuer.

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

**"Project Lease"** means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

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

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

**"State"** means the State of Kansas.

**"Term"** means, collectively, the Basic Term and any Additional Term of this Project Lease.

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

(a) The Tenant is a Delaware corporation, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (i) maintain and preserve its existence and organization as a Delaware corporation and its authority to do business in the State and to operate the Project; and (ii) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, and interest and redemption premium, if any, on the Bonds. If, at any time during the Term of this Project Lease or the Trust Indenture, the Tenant changes its state of organization, changes its form of incorporation, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Trust Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Trust Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of incorporation or bylaws, 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 Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material



default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant 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 Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant 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 the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project, in each case except in compliance with applicable law.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used to acquire, construct, install, equip and furnish the Project.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

### **Section 1.3. Representations and Covenants by the Issuer.**

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class 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 Project Lease and the Trust Indenture and to carry out its obligations hereunder and 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 Project Lease, the assignment of this Project Lease to the Trustee, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Trust Indenture.

(c) Except as otherwise provided herein or in the Trust 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 to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Trust Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Trust Indenture and the issuance, sale and delivery of the Bonds.

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

## **ARTICLE II**

### **Section 2.1. Granting of Leasehold.**

The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

## **ARTICLE III**

### **Section 3.1. Basic Rent.**

The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date.

### **Section 3.2. Additional Rent.**

Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

### **Section 3.3. Rent Payable Without Abatement or Setoff.**

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant 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 defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any political subdivision 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 Project Lease, and the Tenant 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 Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be

unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Notwithstanding any provision herein to the contrary, in the event Tenant is the sole owner of the Bonds, Tenant shall have the absolute right to setoff against payments due to the Issuer pursuant to this Project Lease corresponding to payments of principal and interest on the Bonds, any unpaid obligations of Issuer owed to the holder or holders of the Bonds for such payments of principal and interest, which Tenant has paid in full on Issuer's behalf or for which Tenant has received a credit from the holder or holders of the Bonds as having paid in full such payments, receipt of which, including a release of the obligations of the Issuer, is acknowledged by the holder or holders of the Bonds.

#### **Section 3.4. Prepayment of Basic Rent.**

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds as provided in the Indenture], or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

#### **Section 3.5. Deposit of Rent by the 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 Project Lease and the Trust Indenture.

#### **Section 3.6. Acquisition of Bonds.**

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on deposit in the Debt Service Fund, on the next succeeding Payment Date, funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

### **ARTICLE IV**

#### **Section 4.1. Disposition of Original Proceeds; Project Fund.**

Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer as the Bonds are issued and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

## ARTICLE V

### **Section 5.1. Acquisition of Interest in Real Property and Improvements.**

The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

### **Section 5.2. Project Contracts.**

Prior to the delivery of this Project Lease, the Tenant 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 Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease. After the execution hereof, the Tenant shall 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 Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a manufacturing facility. Any and all amounts received by the Issuer, the Trustee or the Tenant 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. The Trustee may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

### **Section 5.3. Payment of Project Costs for Buildings and Improvements.**

The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference.

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

### **Section 5.4. Payment of Project Costs for Machinery and Equipment.**

The Issuer hereby agrees to pay for the purchase and acquisition of any 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 Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

#### **Section 5.5. Completion of Project.**

The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds on or before the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant 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, such remaining funds shall be transferred by the Trustee to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Trust Indenture.

#### **Section 5.6. Deficiency of Project Fund.**

If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant 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 become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

#### **Section 5.7. Right of Entry by the Issuer and the Trustee.**

The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant 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 5.8. Machinery and Equipment Purchased by the Tenant.**

If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

#### **Section 5.9. Issuer's Leasehold Interest in Improvements.**

All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed be included in the Site Lease to the Issuer.

#### **Section 5.10. Kansas Retailers' Sales Tax.**

The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

### **ARTICLE VI**

#### **Section 6.1. Insurance.**

The Tenant shall and covenants and agrees that it will, throughout the Term at its sole cost and expense, (a) insure the Project in the same manner it insures its other property against fire and extended coverage perils with insurance policies issued by insurance companies of its choice. Tenant may insure such property under a blanket insurance policy, policies which cover not only such property but other properties or self-insurance; and (b) shall at all times maintain general accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence);, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease.

#### **Section 6.2. Evidence of Title.**

The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease.

If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

### **ARTICLE VII**

#### **Section 7.1. Impositions.**

The Tenant shall, during the Term of this Project 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 Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.



### **Section 7.2. Receipted Statements.**

Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

### **Section 7.3. Contest of Impositions.**

The Tenant 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 before the Imposition complained of becomes delinquent if, and provided, the Tenant (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 or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, 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, (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 Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

### **Section 7.4. 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 Bonds (except such property used for retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

## **ARTICLE VIII**

### **Section 8.1. Use of Project.**

Subject to the provisions of this Project Lease, the Tenant 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 Tenant 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 Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project

Lease. The Tenant 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 Tenant to comply with the provisions of this Article.

## **Section 8.2. Environmental Provisions.**

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Trust Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant (other than liabilities resulting from environmental contamination primarily caused by the Issuer's or Trustee's own agents or employees).

(c) If the Tenant receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must

be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (i) remove any material which such applicable regulations deem hazardous and require to be removed or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

## ARTICLE IX

### **Section 9.1. Sublease by the Tenant.**

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant 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 Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

### **Section 9.2. Assignment by the Tenant.**

The Tenant may assign, mortgage, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer. In the event of any such assignment, the Tenant 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 Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

### **Section 9.3. Release of the Tenant.**

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment,

and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant 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 Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

#### **Section 9.5. Covenant Against Other Assignments.**

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

### **ARTICLE X**

#### **Section 10.1. Repairs and Maintenance.**

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, 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 (ordinary wear and tear excepted).

#### **Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.**

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant'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 Tenant.

## ARTICLE XI

### **Section 11.1. Alteration of Project.**

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant 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, be deemed a part of the Project; provided, however, additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

## ARTICLE XII

### **Section 12.1. Additional Improvements.**

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the 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 Tenant pursuant to this Article which remain in place after the termination of this Project 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 XIII

### **Section 13.1. Securing of Permits and Authorizations.**

The Tenant 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 Project Lease.

### **Section 13.2. Mechanic's Liens.**

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. 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 Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

### **Section 13.3. Contest of Liens.**

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 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 Trustee or 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, or cash, 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 the asserted lien and the contest thereof, (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 Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

## **ARTICLE XIV**

### **Section 14.1. Indemnity.**

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Trust Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement;



provided, however, the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

## **ARTICLE XV**

### **Section 15.1. Access to Project.**

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for 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 Basic Term.**

The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 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 Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

### **Section 17.2. Quality of Title and Purchase Price.**

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, 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, for a price

determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

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

(ii) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancelation in lieu of paying the full amount set forth in this Section.

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

#### **Section 17.3. Closing of Purchase.**

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Trust Indenture, and (b) the amount specified in clause (ii) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

#### **Section 17.4. Effect of Failure to Complete Purchase.**

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

#### **Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.**

The right of the Tenant 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 Tenant 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 the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

#### **Section 17.6. Option to Purchase Unimproved Portions of Real Property.**

The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the

Tenant shall furnish the Issuer and the Trustee with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6 through 17.10* and the public roadway.

#### **Section 17.7. Quality of Title - Purchase Price.**

If the notice of election to purchase is given as provided in *Section 17.6*, the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests 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 real property described in the Tenant's notice.

#### **Section 17.8. Closing of Purchase.**

The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Trustee the purchase price for such real property, and the Trustee will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Trust Indenture. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

#### **Section 17.9. Effect of Release on Lease.**

The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

#### **Section 17.10. Effect of Failure to Complete Purchase.**

If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project 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.

## **ARTICLE XVIII**

### **Section 18.1. Damage and Destruction.**

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee 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 Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall 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 Project 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 Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant 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 diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project 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 (other than the Issuer), the Tenant shall, within 30 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 substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or 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 proceedings shall be paid to the Trustee for the account of the Tenant 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 or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional

redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant 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 nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant 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 Tenant and the Trustee.

### **Section 18.3. Effect of Tenant'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 Tenant 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 Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

## **ARTICLE XIX**

### **Section 19.1. Change of Circumstances.**

If at any time during the Term of this Project Lease, a Change of Circumstances occurs, then the Tenant shall have the option to: (a) purchase the Project pursuant to *Article XVII* or (b) terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will 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 Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Trust Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events

of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession 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 Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may 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 possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant 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 this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project 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.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may (subject, however, to any restrictions against termination of this Project Lease in the Trust Indenture), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant 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 contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

#### **Section 20.2. Survival of Obligations.**

The Tenant covenants and agrees with the Issuer, the Trustee and the Owner] that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Trust Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant



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 Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Trust Indenture, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Trust Indenture and payment or provision 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 Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Trust 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 the Tenant's Obligations by the Issuer.**

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant 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 Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

### **ARTICLE XXII**

#### **Section 22.1. Surrender of Possession.**

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and 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 Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project 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 mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

## **ARTICLE XXIV**

### **Section 24.1. Triple-Net Lease.**

The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) 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) 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 Tenant 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 the Trustee After Payment of Bonds.**

If, after the principal of and interest on all Bonds and all costs incident to the payment of the 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 Project Lease and the Trust Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

## **ARTICLE XXV**

### **Section 25.1. Rights and Remedies.**

The rights and remedies reserved by the Issuer and the Tenant 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 Tenant 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 Project Lease, notwithstanding the availability of an adequate remedy at law, 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 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 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 which was in existence at the time such payment or payments or performance were accepted by it.

### **Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.**

Wherever in this Project 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 or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

## **ARTICLE XXVI**

### **Section 26.1. The Issuer May Not Release Interest without Tenant Consent.**

The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

### **Section 26.2. Quiet Enjoyment and Possession.**

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

### **Section 26.3. Intentionally Omitted.**

### **Section 26.4. Issuer's Obligations Limited.**

Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Trust Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

## **ARTICLE XXVII**

### **Section 27.1. Investment Tax Credit; Depreciation.**

The Tenant 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 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 Tenant'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 Tenant.

## **ARTICLE XXVIII**

### **Section 28.1. Amendments.**

This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made.

### **Section 28.2. Granting of Easements.**

If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, 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 Tenant 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 Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) 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 Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. 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 Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

### **Section 28.3. Security Interests.**

(a) The Issuer and the Tenant agree to execute and deliver any 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. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Trustee. The Issuer hereby authorizes the Trustee to file financing statements or any other instruments necessary to perfect its security interest. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

### **Section 28.4. Construction and Enforcement.**

This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project 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 Project 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 Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Trust Indenture shall be deemed to refer to the numbers preceding each section.

### **Section 28.8. Execution of Counterparts; Electronic Transactions.**

This Project 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. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Issuer has caused this Project 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 JUNCTION CITY, KANSAS**

By: \_\_\_\_\_  
Pat Landes, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Ariana Lorenzo, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
                                              ) SS:  
COUNTY OF GEARY                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Pat Landes, Mayor of the City of Junction City, Kansas.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

\_\_\_\_\_



**IN WITNESS WHEREOF**, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

**CAMSO MANUFACTURING USA, LTD.**

By: \_\_\_\_\_  
Name:  
Title:

"TENANT"

**ACKNOWLEDGMENT**

STATE OF [\_\_\_\_\_] )  
 ) SS:  
COUNTY OF [\_\_\_\_\_] )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, [Title] of CAMSO Manufacturing USA, LTD., a Delaware corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**APPENDIX A**

**FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS**

**CITY OF JUNCTION CITY, KANSAS**

**Project Fund**

**(CAMSO Manufacturing Project)**

**Payment Order No. \_\_\_\_\_**

Security Bank of Kansas City  
Kansas City, Kansas  
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant 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 the 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 Real Property, 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 Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 1, 2024 by and between the City of Junction City, Kansas, as the Issuer, and the Tenant 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 such term is defined in the Project 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 *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized Tenant Representative

EXHIBIT A - Payment Order No. \_\_\_\_\_

**PAYMENT SCHEDULE  
FOR BUILDINGS, IMPROVEMENTS AND  
MISCELLANEOUS PROJECT COSTS**

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

PAYMENT SCHEDULE

| <u>Payee Name</u> | <u>Purpose or Nature of Payment</u> | <u>Amount</u> |
|-------------------|-------------------------------------|---------------|
|-------------------|-------------------------------------|---------------|

\_\_\_\_\_  
Initials

EXHIBIT B - Payment Order No. \_\_\_\_\_

**PAYMENT SCHEDULE  
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

| <u>Payee Name</u> | <u>Description of Equipment</u>                                                                                          | <u>Amount</u> |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|---------------|
|                   | (include name of seller,<br>manufacturer, descriptive name,<br>capacity, serial number of model<br>number, if available) |               |

\_\_\_\_\_  
Initials

**APPENDIX B**

**FORM OF CERTIFICATE OF COMPLETION**

**CERTIFICATE OF COMPLETION**

The undersigned, being the Authorized Tenant Representative for CAMSO Manufacturing USA, LTD. (the "Tenant"), as tenant under a Project Lease dated as of December 1, 2024 (the "Project Lease") between the City of Junction City, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) issued pursuant to a Trust Indenture dated as of December 1, 2024 (the "Trust Indenture"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trust Indenture and Project Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.
2. Such Improvements have been substantially 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 Real Property; 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 Real Property 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 Real Property.
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 Trust Indenture should be transferred to the Debt Service Fund being held by the Trustee under the Trust Indenture as required by *Section 5.04* of the Indenture, to be applied as provided therein.

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

\_\_\_\_\_  
STATE OF [ ] )  
 ) SS:  
COUNTY OF [ ] )

Subscribed and sworn to or affirmed before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_





***SCHEDULE I***

**SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 1, 2024,  
BY AND BETWEEN CITY OF JUNCTION CITY, KANSAS AND CAMSO  
MANUFACTURING USA, LTD.**

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Geary County, Kansas:

Lot One (1), I-70 Business Park being a replat of a portion of the North Central Foundry Addition and a Portion of the replat of the I-70 Industrial Park West Addition to Junction City, Geary County, Kansas, except dedicated road right of way, according to plat filed in Plat Book F, Pages 85-87.

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Trust Indenture.

**SITE LEASE**

**BY AND BETWEEN**

**CAMSO MANUFACTURING USA, LTD.**  
**As Lessor**

**AND**

**CITY OF JUNCTION CITY, KANSAS**  
**As Issuer**

**DATED AS OF DECEMBER 1, 2024**

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## SITE LEASE

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## SITE LEASE

**THIS SITE LEASE** entered into as of December 1, 2024 between CAMSO Manufacturing USA, LTD., a Delaware corporation (a Michelin Group Company) (the "Lessor"), and the City of Junction City, Kansas a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "Issuer");

### WITNESSETH:

**WHEREAS**, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (CAMSO Manufacturing Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction and equipping of a manufacturing facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Trust Indenture dated as of December 1, 2024 (the "Trust Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

**WHEREAS**, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

**WHEREAS**, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of December 1, 2024 (the "Project Lease"); and

**WHEREAS**, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

**WHEREAS**, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

## ARTICLE I

**Section 1.1. Representation and Covenants of Lessor.** The Lessor makes the following representations and covenants:

(a) It is a Delaware corporation duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (i) shall maintain its authority to do business in the State, and (ii) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Trust Indenture, nor the fulfillment of or

compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of incorporation and bylaws, or conflicts with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a 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 whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

**Section 1.2. Representations and Covenants by the Issuer.** The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and 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 its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Trust Indenture, it will not during the Site Lease 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 to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Trust Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

## ARTICLE II

**Section 2.1. Grant of Leasehold.** Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2035 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

**Section 2.2. Consideration.** The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

**Section 2.3. Impositions.** Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges,



assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

**Section 2.4. Contest of Impositions.** Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

**Section 2.5. Assignment and Sublease.** Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Trust Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

**Section 2.6. Use of Real Property.** Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

**Section 2.7. Covenant Against Other Assignments.** Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Trust Indenture and the Project Lease.

### ARTICLE III

**Section 3.1. Improvements.** Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

**Section 3.2. Mechanic's Liens.** Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

**Section 3.3. Contest of Liens.** In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

## ARTICLE IV

**Section 4.1. Indemnity.** The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

**Section 4.2. Access to Real Property.** The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Trust Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

## ARTICLE V

**Section 5.1. Non-Disturbance of Leasehold Interest.** Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

**Section 5.2. Release of Leasehold Interest.** Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

**Section 5.3. Notices.** All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

**Section 5.4. Rights and Remedies.** The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

**Section 5.5. Waiver.** No waiver of any breach of any covenant or agreement contained in this Site Lease 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 the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

## ARTICLE VI

**Section 6.1. Purpose of Site Lease.** The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

**Section 6.2. Limitation of Liability.** The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

**Section 6.3. Amendments.** This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

## ARTICLE VII

**Section 7.1. Construction and Enforcement.** This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

**Section 7.2. Partial Invalidity.** If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

**Section 7.3. Binding Effect.** The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**Section 7.4. Section Headings.** The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

**Section 7.5. Execution of Counterparts; Electronic Transactions.** This Site 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. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

**CAMSO MANUFACTURING USA, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF [ ] )  
 ) SS:  
COUNTY OF [ ] )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, \_\_\_\_\_ of CAMSO Manufacturing USA, LTD., a Delaware corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

\_\_\_\_\_

**"LESSOR"**

By: \_\_\_\_\_  
Pat Landes, Mayor

Ariana Lorenzo, City Clerk

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***SCHEDULE I***

SCHEDULE I TO THE SITE LEASE DATED AS OF DECEMBER 1, 2024,  
BETWEEN CAMSO MANUFACTURING USA, LTD. AND THE CITY OF  
JUNCTION CITY, KANSAS

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Geary County, Kansas, to wit:

Lot One (1), I-70 Business Park being a replat of a portion of the North Central Foundry Addition and a Portion of the replat of the I-70 Industrial Park West Addition to Junction City, Geary County, Kansas, except dedicated road right of way, according to plat filed in Plat Book F, Pages 85-87.

the real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances.



# City of Junction City

## City Commission - Agenda Memo

Meeting Date: December 17, 2024

From: Jamel Wilcox, Finance Director

To: City Commissioners and Gerry Vernon, Interim City Manager

Subject: **2025 Water Rate Increases**

**Objective:** Approval of 2025 water rate increases.

**Explanation:** The city successfully completed an updated Water and Sewer Business Plan in December 2022, aimed at securing the necessary funds for vital capital improvements financed through the Kansas Water Revolving Loan Funds. As part of this revised plan, we anticipate a 3.0% rate increase in 2025. Last year, we took proactive steps by requesting a rate increase, which aligned the city with the 2023 Fiscal Year projections. This year, in order to effectively support our capital projects and meet debt service obligations, the revised plan calls for a 6% rate increase. It's important to note that these essential capital projects are designed to ensure our ratepayers receive safe and reliable water—our unwavering commitment. Therefore, we strongly recommend proceeding with the plan developed by Raftelis and implementing a 6% increase in both the rates and the base fee to maintain the quality of service that our community deserves.

The following are the rate increases that are reflected in the Ordinance G-1311:

| Section 1A | Meter Size                    | Monthly Min.    | Monthly Min.    |
|------------|-------------------------------|-----------------|-----------------|
|            |                               | 2024 Rate       | 2025 Rate       |
|            | 1" or Less                    | \$ 19.37        | \$ 20.55        |
|            | > 1" & up to & including 1.5" | \$150.69        | \$159.87        |
|            | > 1.5" & up to & including 2" | \$306.76        | \$325.45        |
|            | > 2" & up to & including 3"   | \$457.45        | \$485.31        |
|            | > 3" & up to & including 4"   | \$600.70        | \$637.28        |
|            | > 4"                          | \$753.45        | \$799.33        |
| Section 1B | Up to 10,000 GAL              | \$ .45/100 gal. | \$ .48/100 gal. |
|            | > 10,000 GAL                  | \$ .52/100 gal. | \$ .55/100 gal. |

This will result in an approximate increase of \$3/monthly for the average household. Attached is a copy of the rate analysis table calculated by Raftelis.

**Staff Recommendation:** Staff recommend the approval of the 2025 water rate increases as presented.

**Motion:** I, \_\_\_\_\_, move to (accept, modify, or deny) Ordinance G-1311 as presented.  
Seconded by \_\_\_\_\_.

**Attachment:** Ordinance G-1311  
Raftelis Financial Business Plan



# City of Junction City

Utility Financial Business Plan Update

December 6, 2022



# Financial Planning Overview

- 1 Forecast Baseline Revenue
- 2 Forecast Operating and Capital Expenditures
- 3 Develop Cash Flow Forecast
- 4 Assess Revenue Sufficiency



# Factors Impacting Revenue Sufficiency



Declining per Capita Demand



Inflationary Pressures



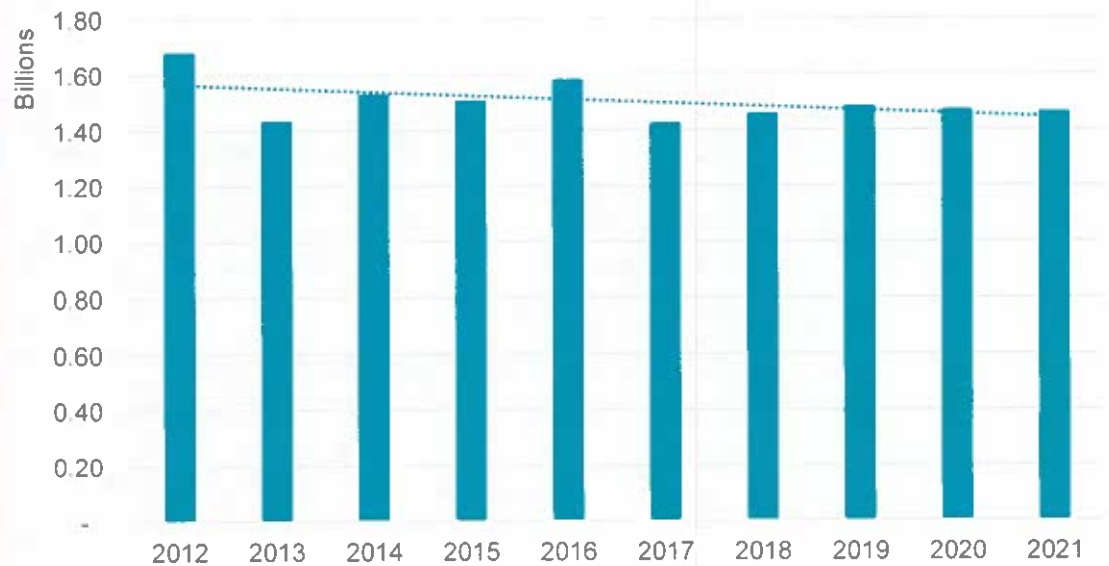
Regulatory Requirements





# Customer Water Demand

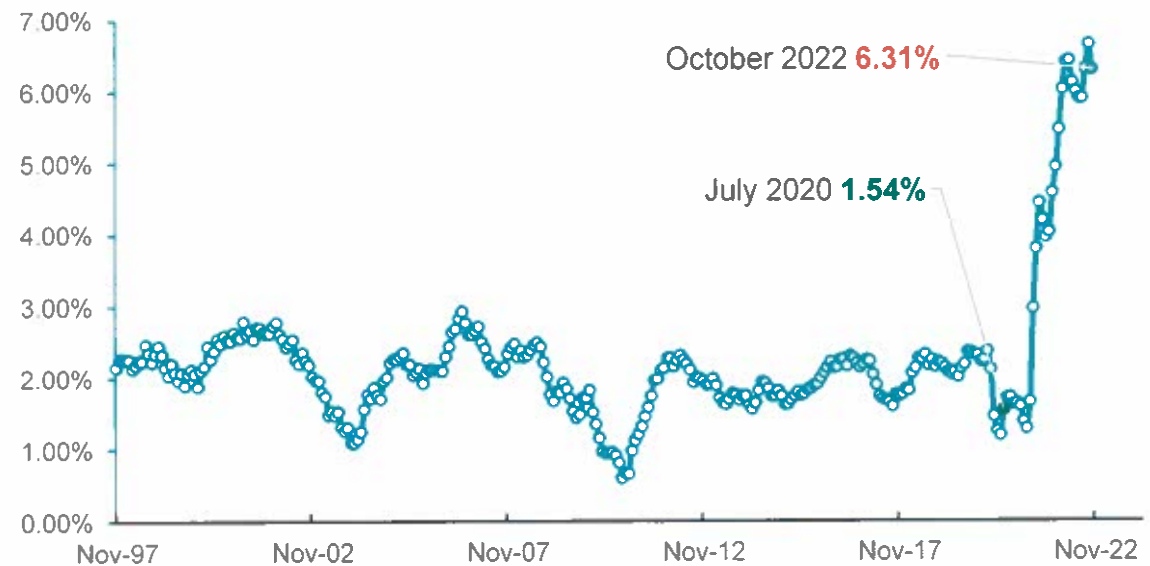
Water Production (2012 – 2021)





# Operating Expenditures

% Change in Core CPI-U (1997 - 2022)



- Salaries and Wages
- Power, Chemicals and Fuel
- General Inflation





# Capital Expenditures



## **WATER UTILITY**

- \$750 / year waterline replacements
- WTP Phase II – KDHE Loan



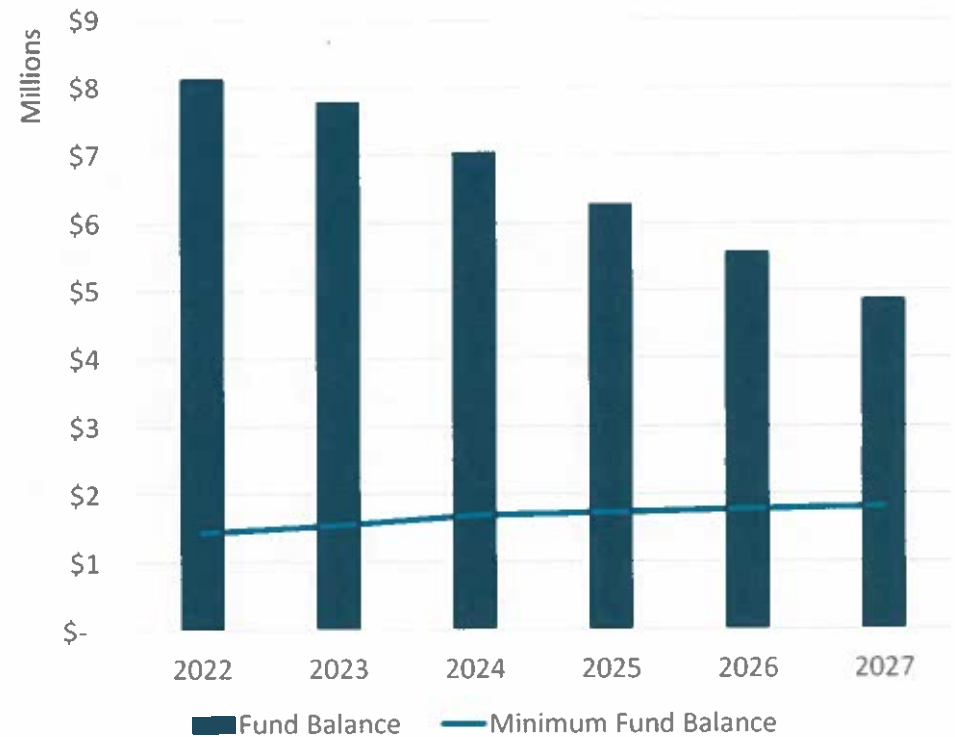
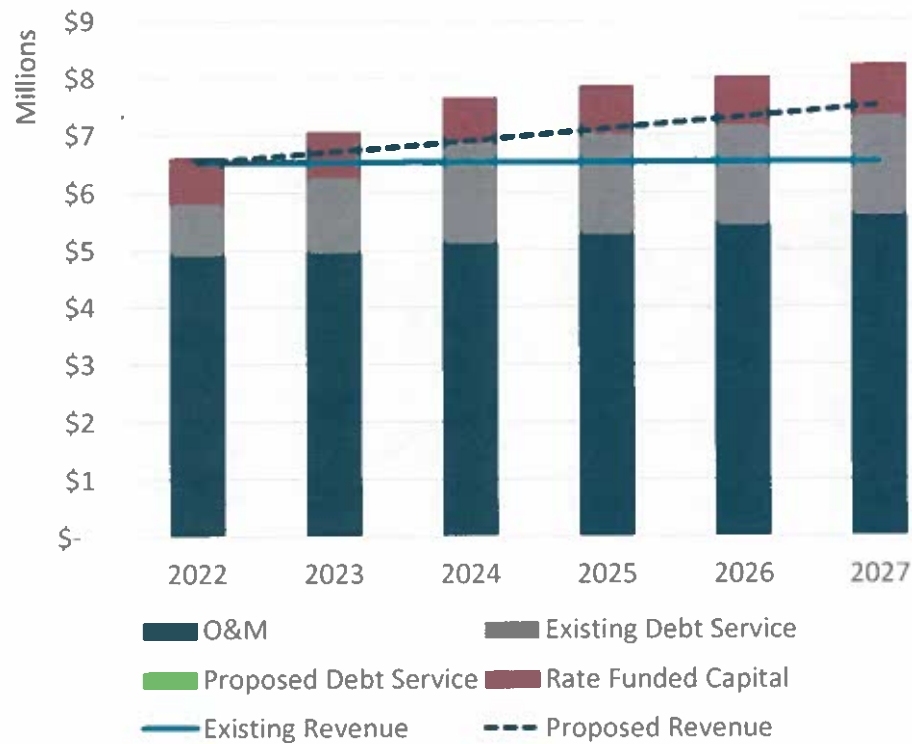
## **SEWER UTILITY**

- \$325k / year sewer rehab
- WWTP Phase II
  - Was \$32.4MM
  - Now \$79.6MM – New KDHE Loan

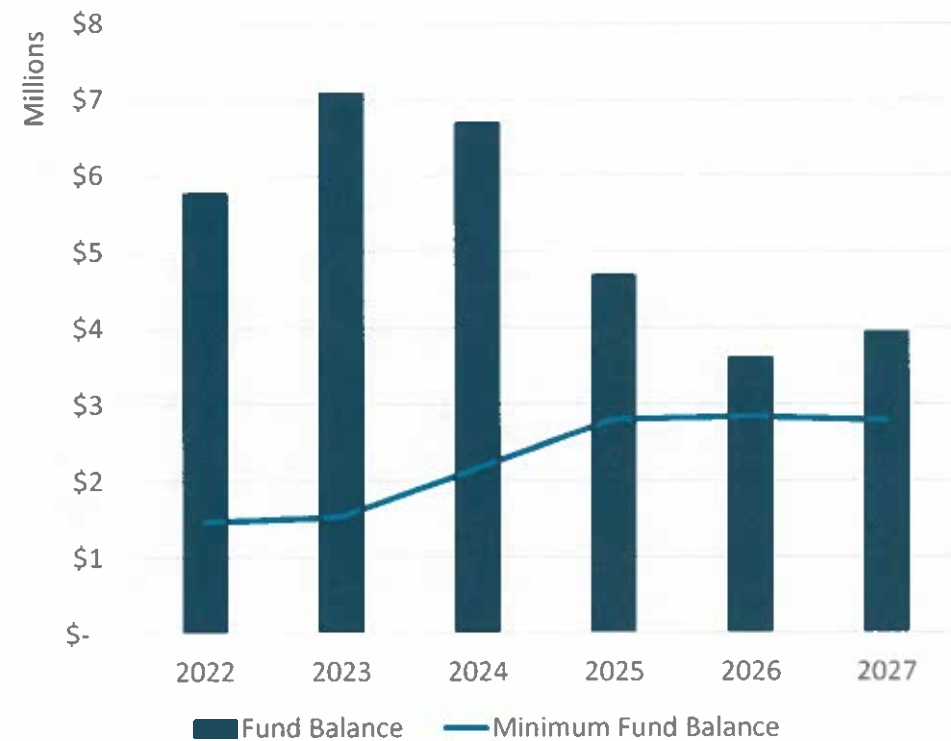
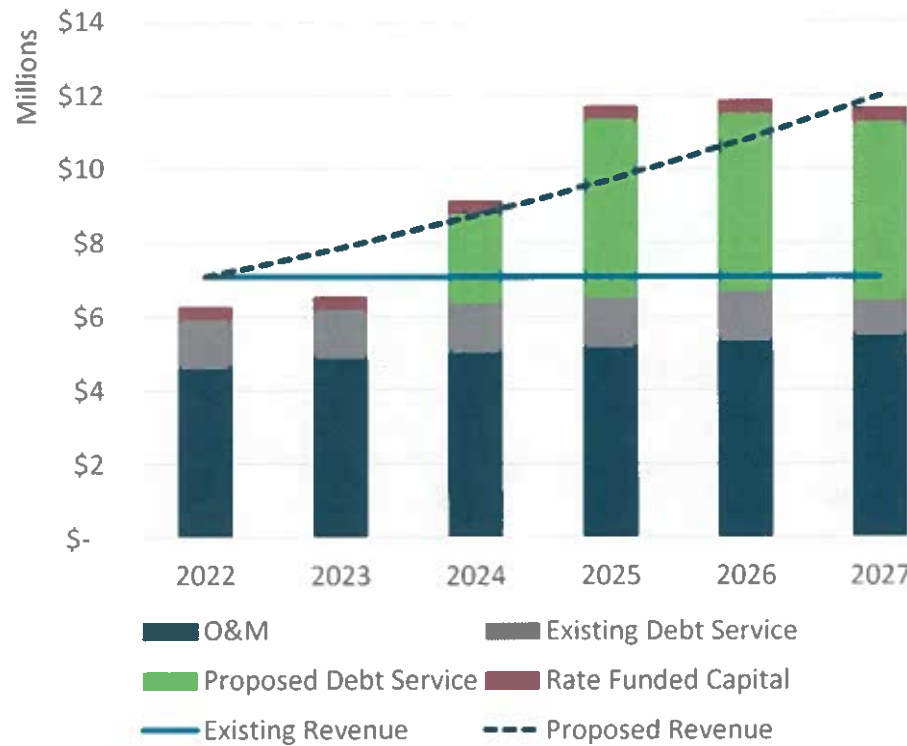


**Plans utilize existing fund balance to mitigate rate impacts**

# Water Utility Financial Plan



# Sewer Utility Financial Plan



# Proposed Water and Sewer Rates

| Rate                      | Per     | FY 22   | FY 23         | FY 24         | FY 25         | FY 26         | FY 27         |
|---------------------------|---------|---------|---------------|---------------|---------------|---------------|---------------|
| <b>Water</b>              |         |         | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  |
| 1" and Below              | Month   | \$18.81 | \$19.37       | \$19.96       | \$20.55       | \$21.17       | \$21.81       |
| 1 1/2"                    | Month   | 146.30  | 150.69        | 155.21        | 159.87        | 164.66        | 169.60        |
| 2"                        | Month   | 297.83  | 306.76        | 315.97        | 325.45        | 335.21        | 345.27        |
| 3"                        | Month   | 444.13  | 457.45        | 471.18        | 485.31        | 499.87        | 514.87        |
| 4"                        | Month   | 583.20  | 600.70        | 618.72        | 637.28        | 656.40        | 676.09        |
| 6" and Greater            | Month   | 731.50  | 753.45        | 776.05        | 799.33        | 823.31        | 848.01        |
| Tier 1 (0 - 10,000 gal)   | 100 gal | 0.44    | 0.45          | 0.47          | 0.48          | 0.50          | 0.51          |
| Tier 2 (Above 10,000 gal) | 100 gal | 0.50    | 0.52          | 0.53          | 0.55          | 0.56          | 0.58          |
| <b>Sewer</b>              |         |         | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> |
| All Customers             | Month   | \$33.76 | \$37.64       | \$41.97       | \$46.80       | \$52.18       | \$58.18       |
| All Usage                 | 100 gal | 0.42    | 0.47          | 0.52          | 0.58          | 0.65          | 0.72          |
| BOD Surcharge             | per lb. | 0.104   | 0.116         | 0.129         | 0.144         | 0.161         | 0.179         |
| TSS Surcharge             | per lb. | 0.117   | 0.130         | 0.145         | 0.162         | 0.181         | 0.202         |

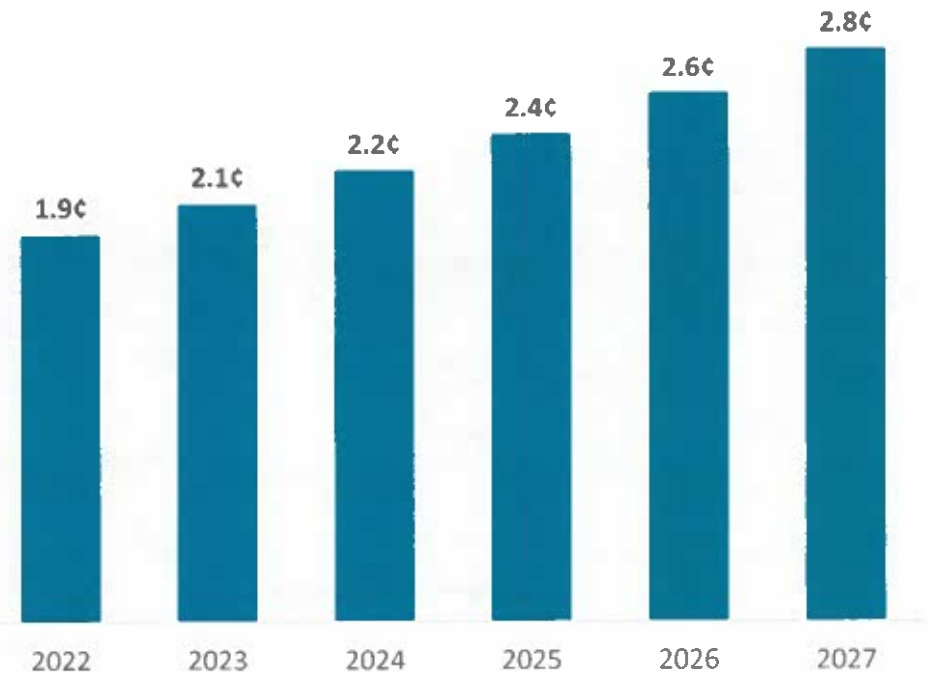
# Monthly Bill Impact

## 5,000 Gallon Customer

Monthly Bill Impact



Cost per Gallon for Water & Sewer Service



# Q&A





## ORDINANCE NO. G-1311

**AN ORDINANCE RELATING TO WATER AND WATERWORKS BY AMENDING SECTION 700.080, ENTITLED “WATER RATES-MONTHLY MINIMUM CHARGE” OF ARTICLE I, ENTITLED “WATERWORKS REGULATIONS”, CHAPTER 700, ENTITLED “WATER AND WATERWORKS” OF TITLE VII, ENTITLED “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**SECTION 1.** Section 700.080 to Article I of Chapter 700 of Title VII the Code of Ordinances of the City of Junction City, Kansas is amended by deleting the existing Section 700.080 and substituting therefore the following new Section 700.080 to read as follows:

### **SECTION 700.080 WATER RATES-MONTHLY MINIMUM CHARGE**

A. The minimum charge per month shall be:

| <b>Water Meter Size</b>                      | <b>Monthly Minimum</b> |
|----------------------------------------------|------------------------|
| 1” and Less                                  | \$20.55                |
| Greater than 1” and up to and including 1 ½” | \$159.87               |
| Greater than 1 ½” and up to and including 2” | \$325.45               |
| Greater than 2” and up to and including 3”   | \$485.31               |
| Greater than 3” and up to and including 4”   | \$637.28               |
| Greater than 4”                              | \$799.33               |

B. Monthly Rates Fixed. All water usage up to ten thousand (10,000) gallons shall be billed monthly at the rate of Forty-Eight Cents (\$0.48) per hundred (100) gallons and all water usage over and above the ten thousand (10,000) gallons shall be billed monthly at the rate of Fifty-Five Cents (\$0.55) per hundred gallons.

C. Charge When Meter Fails to Register, Estimate, Inclement Weather. In case any meter fails to register for any cause and/or when outdoor conditions prevent reading of the meter, as determined by the Finance Director or designee, the amount charged for water during such period shall be estimated by the Utilities Manager, such estimate to be based on the average amount registered during a like preceding period and such other information as is available.

D. Water Rates – Lawn Irrigation. The monthly charge for water used for irrigation systems shall be charged at the same rate for meter and water use as shown in Subsection A and B of this section.

**SECTION 2.** All ordinances and parts thereof that are inconsistent with any provisions of the Ordinance are hereby repealed.

**SECTION 3.** This Ordinance shall be effective January 1, 2025, provided it is passed and a summary is published in the official City newspaper prior to that date.

Passed by the Governing Body of the City of Junction City on December 17, 2024, and signed by the Mayor.

---

Pat Landes, Mayor

**ATTEST:**

---

Ariana Diaz Lorenzo, City Clerk

# City of Junction City

## City Commission - Agenda Memo

Meeting Date: December 17, 2024

From: Jamel Wilcox, Finance Director

To: City Commissioners and Gerry Vernon, Interim City Manager

Subject: **2025 Sewer Rate Increases**

---

**Objective:** Approval of 2025 sewer rate increases.

**Explanation of Issue:**

The City completed an updated Water and Sewer Business Plan in December 2022 to secure the funds necessary for capital improvements, which will be financed with Kansas Water Revolving Loan Funds. This revised plan proposes an 11.5% rate increase. This increase is crucial to ensure sufficient funding for our capital projects and to meet our debt service payments.

Therefore, we recommend adhering to the plan developed by Raftelis and implementing the proposed 11.5% increase in the base rate fees. It is essential to maintain this recommended rate to begin building funds for future debt service obligations. If the actual project costs are lower than anticipated, we can reevaluate this decision in the future. However, it's important to start accumulating cash reserves for both current and upcoming needs.

The following are the rate increases that are reflected in the Ordinance G-1312:

|                   |                 | 2024                | 2025                |
|-------------------|-----------------|---------------------|---------------------|
|                   |                 | <u>Monthly Min.</u> | <u>Monthly Min.</u> |
| <b>Section 1C</b> | Minimum Charge  | \$37.64             | \$41.97             |
|                   | Volumetric Rate | \$ .52 / 100 gal    | \$ .52 / 100 gal    |
| <b>Section 1D</b> | BOD5            | \$ .20/pd.          | \$ .20/pd.          |
|                   | TSS             | \$ .24/pd           | \$ .24/pd.          |
| <b>Section 1E</b> | BOD5            | \$.129/pd.          | \$.129/pd.          |
|                   | TSS             | \$.145/pd.          | \$.145/pd.          |

This will result in an approximate increase of \$5.00/monthly for the average household. Attached is a copy of the rate analysis table for your review.

**Staff Recommendation:** Staff recommend the approval of the 2025 sewer rates as presented.

**Motion:** I, \_\_\_\_\_, move to (accept, modify, or deny) Ordinance G-1312 as presented.  
Seconded by \_\_\_\_\_.

**Attachment:** Ordinance G-1312  
Raftelis Financial Business Plan



# City of Junction City

Utility Financial Business Plan Update

December 6, 2022



# Financial Planning Overview

- 1 Forecast Baseline Revenue
- 2 Forecast Operating and Capital Expenditures
- 3 Develop Cash Flow Forecast
- 4 Assess Revenue Sufficiency



# Factors Impacting Revenue Sufficiency



Declining per Capita Demand



Inflationary Pressures



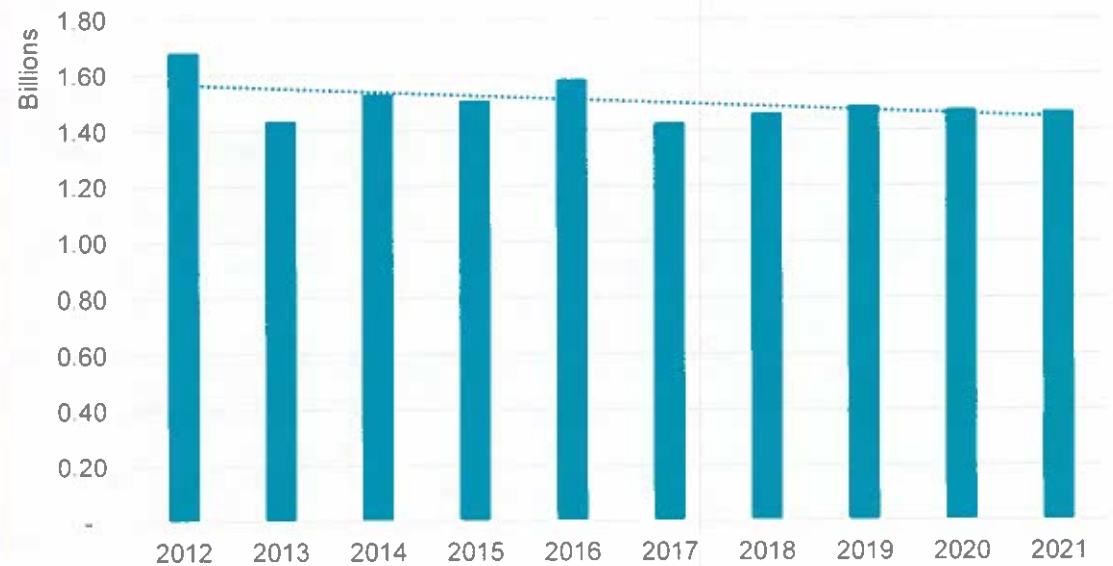
Regulatory Requirements





# Customer Water Demand

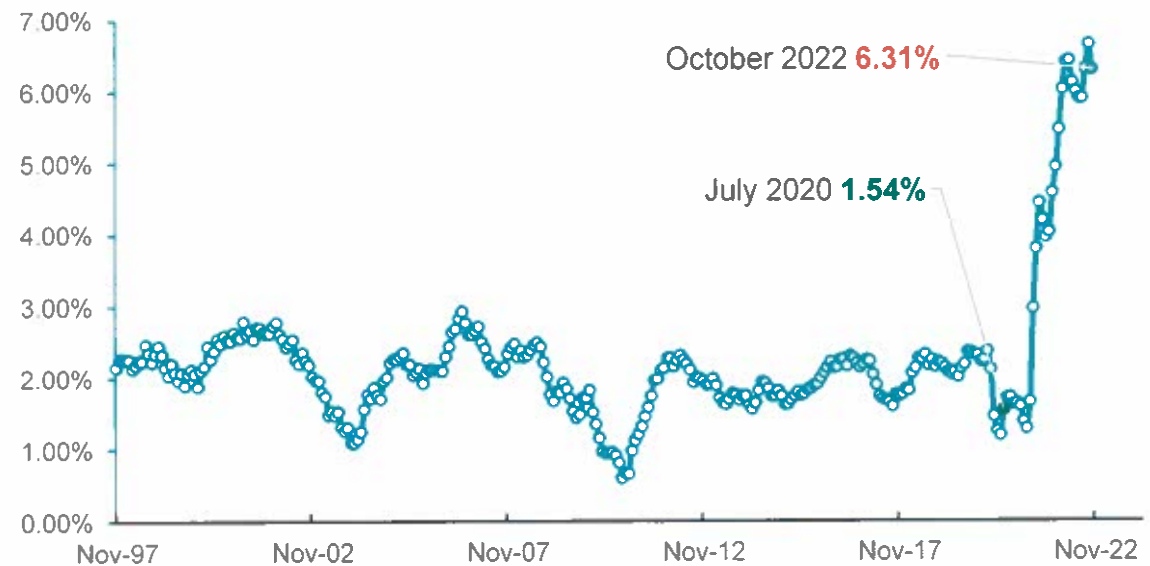
Water Production (2012 – 2021)





# Operating Expenditures

% Change in Core CPI-U (1997 - 2022)



- Salaries and Wages
- Power, Chemicals and Fuel
- General Inflation



# Capital Expenditures



## **WATER UTILITY**

- \$750 / year waterline replacements
- WTP Phase II – KDHE Loan



## **SEWER UTILITY**

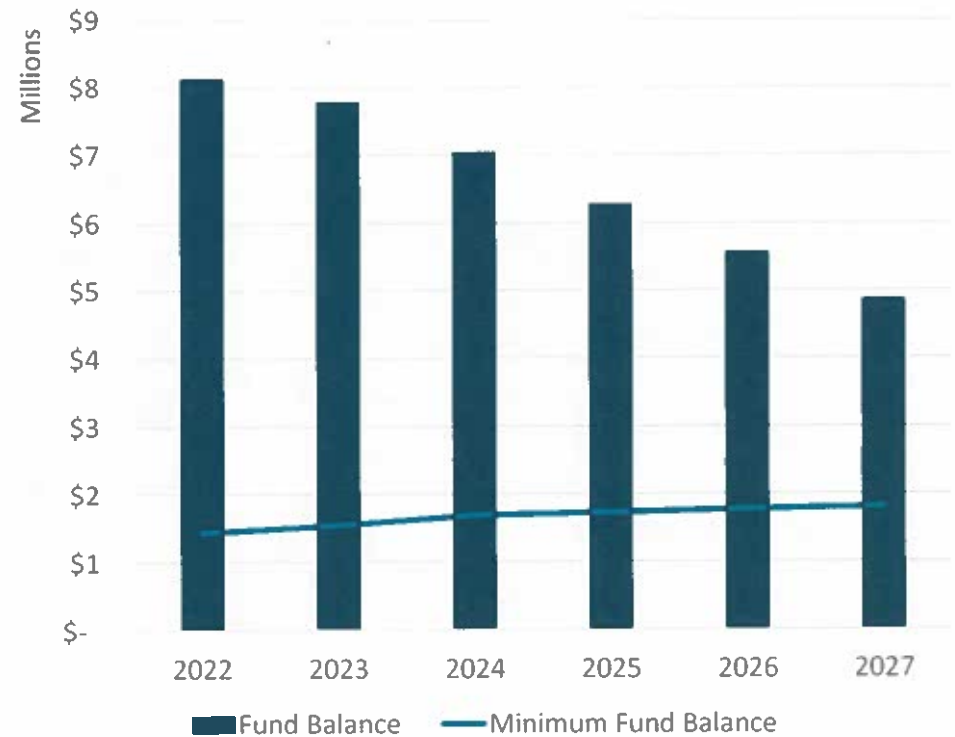
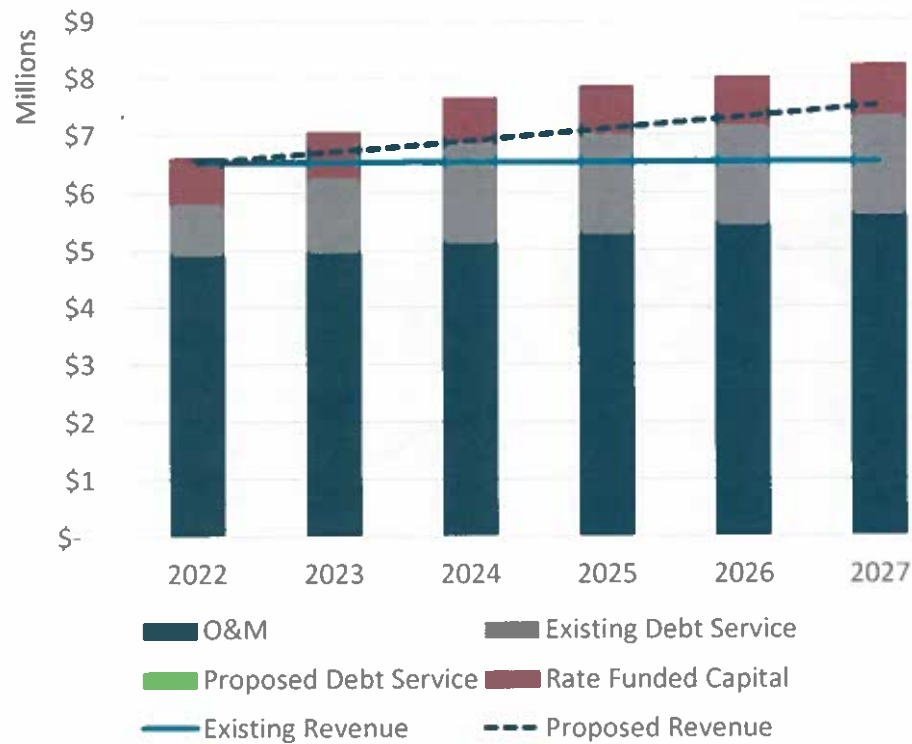
- \$325k / year sewer rehab
- WWTP Phase II
  - Was \$32.4MM
  - Now \$79.6MM – New KDHE Loan



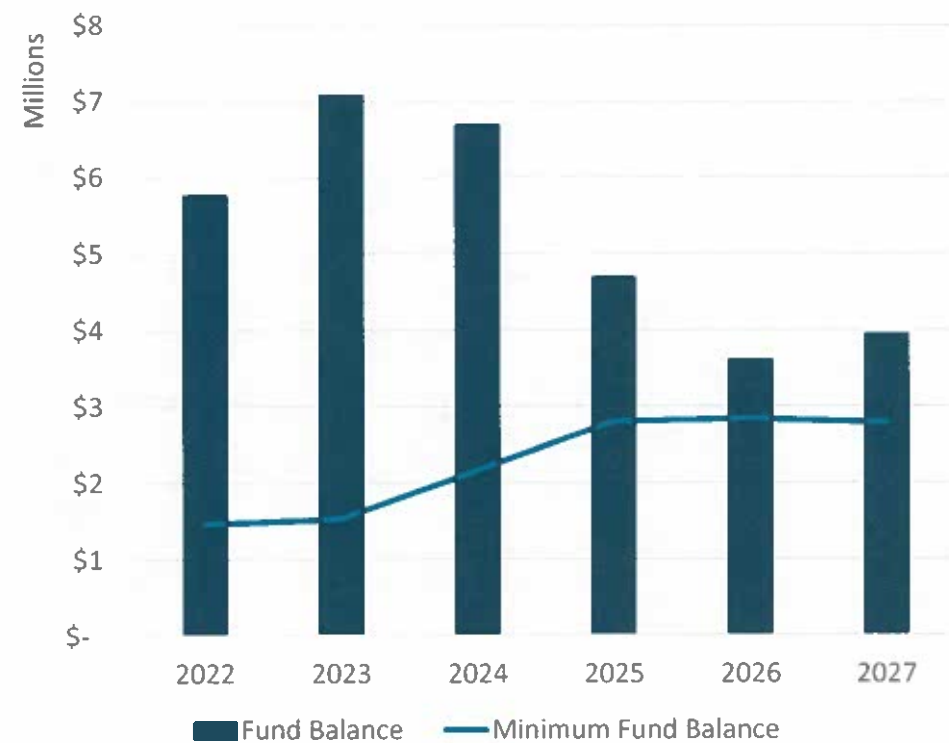
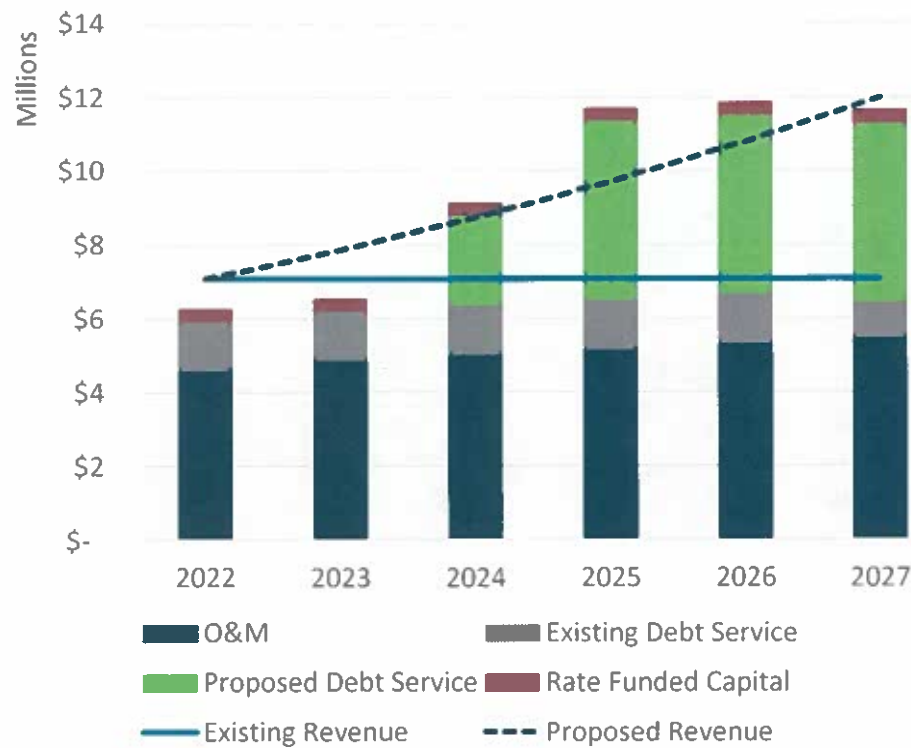
**Plans utilize existing fund balance to mitigate rate impacts**



# Water Utility Financial Plan



# Sewer Utility Financial Plan



# Proposed Water and Sewer Rates

| Rate                      | Per     | FY 22   | FY 23         | FY 24         | FY 25         | FY 26         | FY 27         |
|---------------------------|---------|---------|---------------|---------------|---------------|---------------|---------------|
| <b>Water</b>              |         |         | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  | <b>3.00%</b>  |
| 1" and Below              | Month   | \$18.81 | \$19.37       | \$19.96       | \$20.55       | \$21.17       | \$21.81       |
| 1 1/2"                    | Month   | 146.30  | 150.69        | 155.21        | 159.87        | 164.66        | 169.60        |
| 2"                        | Month   | 297.83  | 306.76        | 315.97        | 325.45        | 335.21        | 345.27        |
| 3"                        | Month   | 444.13  | 457.45        | 471.18        | 485.31        | 499.87        | 514.87        |
| 4"                        | Month   | 583.20  | 600.70        | 618.72        | 637.28        | 656.40        | 676.09        |
| 6" and Greater            | Month   | 731.50  | 753.45        | 776.05        | 799.33        | 823.31        | 848.01        |
| Tier 1 (0 - 10,000 gal)   | 100 gal | 0.44    | 0.45          | 0.47          | 0.48          | 0.50          | 0.51          |
| Tier 2 (Above 10,000 gal) | 100 gal | 0.50    | 0.52          | 0.53          | 0.55          | 0.56          | 0.58          |
| <b>Sewer</b>              |         |         | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> | <b>11.50%</b> |
| All Customers             | Month   | \$33.76 | \$37.64       | \$41.97       | \$46.80       | \$52.18       | \$58.18       |
| All Usage                 | 100 gal | 0.42    | 0.47          | 0.52          | 0.58          | 0.65          | 0.72          |
| BOD Surcharge             | per lb. | 0.104   | 0.116         | 0.129         | 0.144         | 0.161         | 0.179         |
| TSS Surcharge             | per lb. | 0.117   | 0.130         | 0.145         | 0.162         | 0.181         | 0.202         |



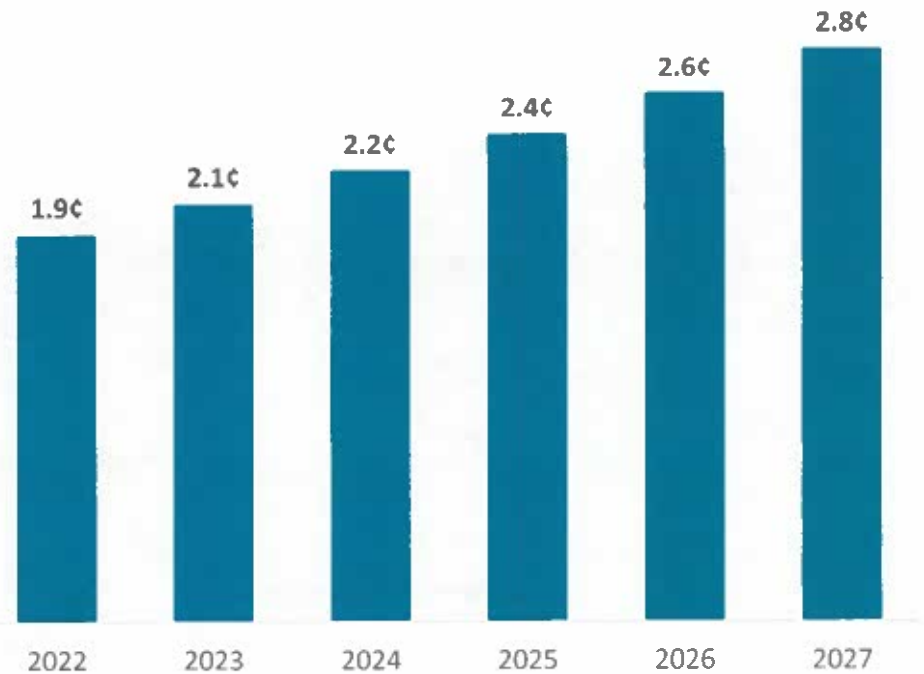
# Monthly Bill Impact

## 5,000 Gallon Customer

Monthly Bill Impact



Cost per Gallon for Water & Sewer Service



# Q&A



## **ORDINANCE NO. G-1312**

**AN ORDINANCE RELATING TO SEWERS BY AMENDING SECTION 705.230, ENTITLED "ACTUAL USE RATE STRUCTURE" OF ARTICLE II, ENTITLED "USER CHARGE SYSTEM" OF CHAPTER 705, ENTITLED "SEWERS" OF TITLE VII, ENTITLED "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:**

**SECTION 1.** Section 705.230 to Article II of Chapter 705 of Title VII the Code of Ordinances of the City of Junction City, Kansas is amended by deleting the existing Section 705.230 and substituting therefore the following new Section 705.230 to read as follows.

### **SECTION 705.230 ACTUAL USE RATE STRUCTURE**

- A. Each user shall pay for the services provided by the City based on his/her use of the treatment works as determined by water meter(s) acceptable to the City.
- B. Residential customer's monthly user charges will be based on the average monthly water usage during the months of January, February, and March, recalculated annually. If a residential customer has not established a January, February, and March average, his/her monthly user charge shall be the median charge of all other residential customers.

Commercial and industrial customer's monthly user charges will be based on the actual monthly water use. However, if a commercial or industrial customer has a consumptive use of water or in some other manner uses water which is not returned to the wastewater collection system, the user charge may be determined by the installation of wastewater flow meter, the installation of a separate landscaping yard water meter, or make application for maintaining a winter average based on criteria formulated by the City and said application approved by the Public Works Director or his/her designee. All wastewater flow meters, and yard meters shall be installed and maintained at the expense of the property owner.

- C. The minimum charge per month shall be Forty-One Dollars and Ninety-Seven Cents (\$41.97) for the base fee with no water consumption. In addition, each contributor shall pay a user charge rate of Fifty-Two cents (\$ 52) per one hundred (100) gallons of water for all usage as determined in Subsection (B) of this Section.
- D. For those contributors who contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user

charge will be collected. The surcharge for operation and maintenance including replacement is:

1. Twenty cents (\$.20) per pound of BOD5;
  2. Twenty-Four cents (\$.24) per pound of TSS.
- E. For those large contributors who exceed normal domestic wastewater loads as defined in Section 705.220 and use over five hundred thousand (500,000) gallons of water per day discharged into the sewer system, the following surcharge shall apply: Domestic wastewater loads shall be measured at a frequency set at the discretion of the City.
1. Twelve and nine /tenths cents (\$.129) per pound of BOD5;
  2. Fourteen and half cents (\$.145) per pound of TSS.
- F. Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel.
- G. The user charge rates established in this Article apply to all users of the City's treatment works, regardless of their location.

**SECTION 2.** All ordinances and parts thereof that are inconsistent with any provisions of the Ordinance are hereby repealed.

**SECTION 3.** This Ordinance shall be effective January 1, 2025, provided it is passed, and a summary is published in the official City newspaper prior to that date.

Passed by the Governing Body of the City of Junction City on December 17, 2024 and signed by the Mayor.

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Pat Landes, Mayor

**ATTEST:**

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Ariana Diaz Lorenzo, City Clerk