REGULAR COUNCIL MEETING OCTOBER 15, 2025

Wednesday, October 15, 2025 at 6:30 PM
Council Chambers, 520 N. Commercial Ave.

AGENDA

Council Meeting will be broadcast on Facebook Live. Click to visit our Facebook Page.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at _____ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens_____

Jeremy Burkholder_____

Josh Liby_____

Dan Hartman_____

Brenda DeHaven____

Others present _____

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by _____

Second by _____

HEARINGS / PRESENTATIONS / PUBLIC FORUM

STAFF REPORTS

1. **Kyle Nordick, City Administrator**
2. **McDonald Tinker PA, City Attorney**

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by _____

Second by _____

3. Minutes of October 1, 2025, Regular Meeting
4. Approval of Payroll October 10, 2025 Amount $27,987.60
5. Approval of General Disbursement Checks Amount $144,779.81

NEW BUSINESS

6. Discuss and Consider Approving Station 31 Bid

   Motion to approve the Sedgwick Fire/EMS Station #31 Project base bid plus alternates from NF Construction for a not-to-exceed amount of $2,090,000.

   Motion by _____

   Second by _____

7. Resolution 10152025

   Motion to approve Resolution 10152025 a resolution declaring an intent of the City of Sedgwick, Kansas to enter into a base lease and a project lease between itself and the City of Sedgwick, Kansas Public Building Commission related to the financing of a Fire Station Project; approving the forms of said base lease and project lease; and authorizing the execution of thereof and certain related documents.

   Motion by _____

   Second by _____

Recess into PBC Meeting

CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISION

COUNCIL CHAMBERS - 520 N. COMMERCIAL AVE.

OCTOBER 15, 2025

MEETING CALLED TO ORDER

8. Resoultion 10152025PBC

   Motion to approve Resolution 10152025PBC a resolution authorizing the offering for sale of the City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project)

   Motion by _____

   Second by _____

Adjourn PBC Meeting

Reconvene City Council Meeting

9. Sales Agreement - Sharbutt Homes

   Council Determination

Motion by _____

Second by _____

GOVERNING BODY REMARKS

ADJOURN

Motion to adjourn the Regular Council Meeting at _____ PM.

Motion by _____

Second by _____

Contact: Shelia Agee (agee@cityofsedgwick.org, 316-772-5151)

Agenda Published on 10/11/2025 at 3:31 PM.

SEDGWICK
KANSAS

City of Sedgwick
City Council Meeting
October 15, 2025

TO: **Mayor and City Council**

SUBJECT: **Staff Report**

INITIATED BY: **Administration**

FEMA Flood Insurance Rate Map (FIRM) Update

The Federal Emergency Management Agency (FEMA) is currently validating the draft Flood Insurance Rate Map (FIRM) database for Harvey County, Kansas, including flood risk information for the City of Sedgwick. The current mapping has three different color codes: red = floodplain increase, green = floodplain decrease, yellow = constant no increase or decrease.

When reviewing the mapping for Sedgwick, staff had extensive conversations with WSP and the Floodplain Mapping coordinator to discuss the reasoning behind wanting to increase the floodplain along the east side and northwest sections of town. Through those conversations, WSP determined that they would need to complete a hydrology analysis to determine if their modeling was appropriately applied to these sections of town. Through this analysis, it was determined that less than a 1' of flooding occurs during the 100-year flood event, therefore this red shaded section will go from being required to have flood insurance to a Zone X, which is recommended, but not required to have flood insurance.

The next step in the process is for elected officials and community leaders to submit comments providing additional data to supplement or modify the findings. This can be done by following the link to the draft map: https://gis2.kda.ks.gov/gis/harvey/ . Once you are on the map, you can toggle on and off the updates and leave a comment with your information regarding the historical flooding of the area.

The proposed calendar for this project is as follows:

1.	Deadline to submit FRR Meeting comments	October 29, 2025
2.	Estimated Public Open House	February 2026
3.	Estimated Preliminary Distribution of DFIRM	October 2026
4.	Estimated Community Coordinating's Officer Meeting	November 2026
5.	Appeals Period	Feb – April 2027
6.	Estimated Letter of Final Determination	Fall 2027
7.	Estimated Effective Date of New Maps	Summer 2028

REGULAR COUNCIL MEETING OCTOBER 1, 2025

Wednesday, October 01, 2025 at 6:30 PM
Council Chambers, 520 N. Commercial Ave.

MINUTES

Council Meeting will be broadcast on Facebook Live. Click to visit our Facebook Page.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Bryan Chapman opened the Council Meeting at _____ (time).

The Mayor led the Pledge of Allegiance.

Council Members present

Kramer Siemens_____

Jeremy Burkholder_____

Josh Liby_____

Dan Hartman_____

Brenda DeHaven____

Others present _____

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Council Member Hartman opened the Council Meeting at 6:31pm.

Council Member Hartman led the Pledge of Allegiance.

PRESENT
Brenda DeHaven
Dan Hartman
Kramer Siemens
Josh Liby
Jeremy Burkholder

OTHERS PRESENT: Kyle Nordick, City Administrator; Shelia Agee, City Clerk; Scott Ufford, City Attorney; Bill Bush, Harvey County NOW; Nicole Loeffler, Recreation Commission; Carol Becker

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

DRAFT

Motion by _____

Second by _____

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion made by Liby, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

HEARINGS / PRESENTATIONS / PUBLIC FORUM

Carol Becker presented concerns about code letter to cleanup City street by her house.

Kyle Nordick, City Administrator, discussed alley vacations and Fire/EMS Station bid list.

STAFF REPORTS

1. **Kyle Nordick, City Administrator**, discussed alley vacations and Fire/EMS Station bid list.
2. **McDonald Tinker PA, City Attorney**

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion by _____

Second by _____

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion made by Burkholder, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

3. Minutes of September 17, 2025, Regular Meeting
4. Approval of Payroll September 26, 2025 Amount $34,070.41
5. Approval of General Disbursement Checks Amount $77,977.34

NEW BUSINESS

6. 2025 Parks Master Plan

   Motion to receive and file the 2025 Parks Master Plan

   Motion by _____

   Second by _____

DRAFT

Motion to receive and file the 2025 Parks Master Plan

Motion made by Siemens, Seconded by Burkholder.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

7. Station 31 Generator Bid

Motion to approve the bid from Foley Power Solutions for a not to exceed amount of $48,950.00

Motion by _____

Second by _____

Motion to approve the bid from Foley Power Solutions for a not to exceed amount of $48,950.00

Motion made by Burkholder, Seconded by Liby.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

8. Discuss and Consider Housing Needs Analysis

Motion to approve the proposal from Next Move Group for a not to exceed amount of $7,500.

Motion by _____

Second by _____

Motion to approve the proposal from Next Move Group for a not to exceed amount of $7,500.

Motion made by Siemens, Seconded by DeHaven.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

GOVERNING BODY REMARKS

ADJOURN

Motion to adjourn the Regular Council Meeting at _____ PM.

Motion by _____

Second by _____

ADJOURN

Motion to adjourn the Regular Council Meeting at 7:22pm.

Motion made by Burkholder, Seconded by Siemens.

Voting Yea: DeHaven, Hartman, Siemens, Liby, Burkholder

Contact: Shelia Agee (agee@cityofsedgwick.org, 316-772-5151)

DRAFT

Agenda Published on 09/26/2025 at 2:30 PM.

DRAFT

October 15, 2025

PAYROLL CHECKS - DIRECT DEPOSIT	
10-10-25	$ 27,987.60
TOTAL PAYROLL CHECKS	$ 27,987.60
GENERAL DISBURSEMENT CHECKS-AAACCK	$ 23,107.52
GENERAL DISBURSEMENT CHECKS-AAACCL	$ 102,899.39
GENERAL DISBURSEMENT CHECKS-AAACCM	$ 18,772.90
TOTAL DISBURSEMENT CHECKS	$ 144,779.81

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

10/3/2025 11:25:50 AM Batch: AAACCK

Vendor	Description	Check Date	Invoice#	Check#	Check Total
AGRI ENVIRONMENTAL SERVICES	SLUDGE HAUL	10/03/2025	179	72295	$1,802.50
APPLIED CONCEPTS, INC	RADAR	10/03/2025	464757	72296	$2,350.00
ATLAS SPRING & AXLE CO, INC	AMBULANCE REPAIR	10/03/2025	189987	72297	$602.83
AUTOZONE	DODGE TRUCK	10/03/2025	01624079640	72298	$697.84
BOUND TREE MEDICAL, LLC	EMS	10/03/2025	85933984	72299	$2,999.99
BURRIS FABRICATION	RAM 2500	10/03/2025	6070	72300	$1,836.69
ROBERT DILLARD	DOC DILLARD	10/03/2025	1022025DOC	72301	$500.00
GALLS, LLC	PD	10/03/2025	032692095	72302	$22.95
TYLER GORDON	REIMBURSMENT	10/03/2025	674336	72303	$95.98
IDEATEK, LLC	IDEATEK SERVICES	10/03/2025	10008683948	72304	$1,485.36
BILL JOHNSON	BLDG INSPECTIONS	10/03/2025	SEPTEMBER	72305	$150.00
JOY WILLIAMS	JUDGE SERVICES	10/03/2025	OCTOBER	72306	$500.00
KANSAS HEALTH & ENVIRONMENTAL	COLILERT DRINK WTR	10/03/2025	74371	72307	$365.00
KANSAS DEPT OF REVENUE	3RD QTR SALES TAX	10/03/2025	10032025OCT	72308	$237.79
L. A. PROMOTIONS	MMKT	10/03/2025	10032025MMKT	72309	$250.00
LOWE'S	LOWES	10/03/2025	10032025LOWES	72310	$430.09
MURDOCK COMPANIES, INC.	SEWER	10/03/2025	1137255-01	72311	$90.81
USPS	POSTAGE	10/03/2025	10032025BILLS	72312	$273.08
PAYMENT SERVICES NETWORK, INC.	PSN SERVICE FEES	10/03/2025	100325PSNFEES	72313	$64.90
SUNFLOWER STATE STAYS LLC	CARDINAL COTTAGE	10/03/2025	10032025EMS	72314	$1,200.00
VERIZON WIRELESS	CELL PHONE	10/03/2025	6124298532	72315	$565.38
WCCIT	SEPT & OCT IT SRVC	10/03/2025	TSP_3934	72316	$1,895.71
WHOLESALE WATER SUPPLY DISTRI(	8-12-25 TO 9-11-25	10/03/2025	INV03549	72317	$4,690.62

Total Direct Expense: $23,107.52

Total Immediate Payments: $23,107.52

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

10/3/2025 11:16:03 AM Batch: AAACCK

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	**AGRI ENVIRONMENTAL / AGRI ENVIRONMENTAL SERV**	**10/3/2025**	**10/3/2025**	**179**	**$1,802.50**
1	13-00-60-6160	09-30-25 SLUDGE HAUL 35000 GAL	35,000.0	$0.0515	$1,802.50
2	**APPLIED / APPLIED CONCEPTS, INC**	**10/3/2025**	**10/3/2025**	**464757**	**$2,350.00**
1	41-03-00-8210	RADAR	1.0	$2,350.0000	$2,350.00
20	**ATLAS / ATLAS SPRING & AXLE CO, INC**	**10/3/2025**	**10/3/2025**	**189987**	**$602.83**
1	01-02-60-6120	INSTALL DRAG LINK ON AMBULANCE #32	1.0	$602.8300	$602.83
18	**AUTOZONE / AUTOZONE**	**10/3/2025**	**10/3/2025**	**01624079640**	**$697.84**
1	01-10-70-7120	DODGE TRUCK-SWITCH	0.3	$117.7800	$35.33
2	10-00-70-7120	DODGE TRUCK-SWITCH	0.4	$117.8000	$41.23
3	13-00-70-7120	DODGE TRUCK-SWITCH	0.4	$117.8000	$41.23
4	01-10-70-7420	SHOP-EVAPORATOR AC	0.3	$299.9900	$90.00
5	10-00-70-7420	SHOP-EVAPORATOR AC	0.4	$299.9900	$105.00
6	13-00-70-7420	SHOP-EVAPORATOR AC	0.4	$299.9900	$105.00
7	01-10-70-7110	GATOR BATTERY	0.3	$95.7600	$28.73
8	10-00-70-7110	GATOR BATTERY	0.4	$95.7600	$33.52
9	13-00-70-7110	GATOR BATTERY	0.4	$95.7600	$33.52
10	01-10-70-7120	DODGE TRUCK BATTERY AND WIPER BLADES	0.3	$184.2700	$55.28
11	10-00-70-7120	DODGE TRUCK BATTERY AND WIPER BLADES	0.4	$184.2900	$64.50
12	13-00-70-7120	DODGE TRUCK BATTERY AND WIPER BLADES	0.4	$184.2900	$64.50
4	**BOUND TREE / BOUND TREE MEDICAL, LLC**	**10/3/2025**	**10/3/2025**	**85933984**	**$2,999.99**
1	41-02-00-8210	EMS SUPPLIES	1.0	$2,999.9900	$2,999.99
3	**BURRIS FAB / BURRIS FABRICATION**	**10/3/2025**	**10/3/2025**	**6070**	**$1,836.69**
1	01-10-60-6120	RAM 2500 REPAIRS	0.3	$1,836.6900	$551.01
2	10-00-60-6120	RAM 2500 REPAIRS	0.4	$1,836.6900	$642.84
3	13-00-60-6120	RAM 2500 REPAIRS	0.4	$1,836.6900	$642.84
5	**DILLARD / ROBERT DILLARD**	**10/3/2025**	**10/3/2025**	**1022025DOC**	**$500.00**
1	01-02-60-6290	MEDICAL DIRECTOR	1.0	$500.0000	$500.00
6	**GALLS / GALLS, LLC**	**10/3/2025**	**10/3/2025**	**032692095**	**$22.95**
1	01-03-70-7250	BLANK ID PANNEL	1.0	$22.9500	$22.95
7	**GORDON / TYLER GORDON**	**10/3/2025**	**10/3/2025**	**674336**	**$95.98**
1	01-02-70-7250	2 TRAIL PANTS REIMB	1.0	$95.9800	$95.98

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
17	**IDEATEK / IDEATEK, LLC**	**10/3/2025**	**10/3/2025**	**10008683948**	**$1,485.36**
1	01-01-60-6180	CITY HALL PHONE/FAX/INTERNET	1.0	$166.5600	$166.56
2	12-00-60-6180	COURT PHONE/FAX/INTERNET	1.0	$55.5200	$55.52
3	10-00-60-6180	WATER PHONE/FAX/INTERNET	1.0	$55.5200	$55.52
4	13-00-60-6180	SEWER PHONE/FAX/INTERNET	1.0	$55.5200	$55.52
5	01-11-60-6180	MAINT SHOP 200 E IND PHONE	1.0	$96.5900	$96.59
6	01-04-60-6180	FIRE PHONE/INTERNET	1.0	$136.8800	$136.88
7	13-00-60-6180	SEWER PLANT PHONE/INTERNET	1.0	$171.4900	$171.49
8	01-06-60-6180	POOL PHONE/INTERNET	1.0	$146.8800	$146.88
9	01-03-60-6180	PD PHONE/FAX/INTERNET/TV	1.0	$193.0700	$193.07
10	13-00-60-6180	EAST LIFT PHONE	1.0	$85.1800	$85.18
11	13-00-60-6180	SOUTH LIFT PHONE	1.0	$84.8900	$84.89
12	01-08-60-6180	WEST WATER TOWER PARK WIFI	1.0	$110.0000	$110.00
13	01-02-60-6180	EMS PHONE/WIFI	1.0	$127.2600	$127.26
8	**JOHNSON, BILL / BILL JOHNSON**	**10/3/2025**	**10/3/2025**	**SEPTEMBER**	**$150.00**
1	01-01-60-6230	BLDG INSPECTIONS-JOHNSON	3.0	$50.0000	$150.00
9	**JOY / JOY WILLIAMS**	**10/3/2025**	**10/3/2025**	**OCTOBER**	**$500.00**
1	01-05-60-6300	JUDGE SERVICES-JOY	1.0	$500.0000	$500.00
19	**KS DEPT OF HEALTH & ENV-U9000 / KANSAS HEALTH &**	**10/3/2025**	**10/3/2025**	**74371**	**$365.00**
1	10-00-60-6170	COLILERT DRINKING WTR	1.0	$365.0000	$365.00
10	**KS DEPT OF REV - SALES TAX / KANSAS DEPT OF REV**	**10/3/2025**	**10/3/2025**	**10032025OCT**	**$237.79**
1	10-00-60-6156	SALES TAX	1.0	$237.7900	$237.79
11	**L.A. / L. A. PROMOTIONS**	**10/3/2025**	**10/3/2025**	**10032025MMKT**	**$250.00**
1	36-00-00-8210	BAND CK FOR MKT	1.0	$250.0000	$250.00

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
12	**LOWE'S / LOWE'S**	**10/3/2025**	**10/3/2025**	**10032025LOWES**	**$430.09**
1	10-00-70-7130	FIREPOINT	1.0	$47.4800	$47.48
2	01-10-70-7130	ALIEN TAPE	0.3	$19.9300	$5.98
3	10-00-70-7130	ALIEN TAPE	0.4	$19.9300	$6.98
4	13-00-70-7130	ALIEN TAPE	0.4	$19.9300	$6.98
5	01-10-70-7130	FLAT WHEEL	0.3	$70.2600	$21.08
6	10-00-70-7130	FLAT WHEEL	0.4	$70.2600	$24.59
7	13-00-70-7130	FLAT WHEEL	0.4	$70.2600	$24.59
8	01-10-70-7130	SPRAY BOTTLE	0.3	$7.5600	$2.27
9	10-00-70-7130	SPRAY BOTTLE	0.4	$7.5600	$2.65
10	13-00-70-7130	SPRAY BOTTLE	0.4	$7.5600	$2.65
11	01-10-70-7130	TOTE	0.3	$37.9000	$11.37
12	10-00-70-7130	TOTE	0.4	$37.9000	$13.27
13	13-00-70-7130	TOTE	0.4	$37.9000	$13.27
14	01-10-70-7130	SAFETY SWV	0.3	$7.7200	$2.32
15	10-00-70-7130	SAFETY SWV	0.4	$7.7200	$2.70
16	13-00-70-7130	SAFETY SWV	0.4	$7.7200	$2.70
17	10-00-70-7130	WATER CHEMICALS	1.0	$19.5400	$19.54
18	10-00-70-7130	90 DEG ELB	1.0	$13.9800	$13.98
19	01-10-70-7130	LOAD CENTER	0.3	$15.1600	$4.55
20	10-00-70-7130	LOAD CENTER	0.4	$15.1600	$5.31
21	13-00-70-7130	LOAD CENTER	0.4	$15.1600	$5.31
22	01-10-70-7130	UNIVERSAL CIRCUT	0.3	$16.0400	$4.81
23	10-00-70-7130	UNIVERSAL CIRCUT	0.4	$16.0400	$5.61
24	13-00-70-7130	UNIVERSAL CIRCUT	0.4	$16.0400	$5.61
25	01-10-70-7130	SQ COVER	0.3	$5.6400	$1.69
26	10-00-70-7130	SQ COVER	0.4	$5.6400	$1.97
27	13-00-70-7130	SQ COVER	0.4	$5.6400	$1.97
28	10-00-70-7130	WATER PIPE	1.0	$23.5100	$23.51
29	01-10-70-7130	TOTE	0.3	$11.3800	$3.41
30	10-00-70-7130	TOTE	0.4	$11.3800	$3.98
31	13-00-70-7010	TOTE	0.4	$11.3800	$3.98
32	01-10-70-7130	TOTE	0.3	$75.7800	$22.73
33	10-00-70-7010	TOTE	0.4	$75.8000	$26.53
34	13-00-70-7010	TOTE	0.4	$75.8000	$26.53
35	01-01-70-7100	SR CENTER	1.0	$58.1900	$58.19
13	**MURDOCK / MURDOCK COMPANIES, INC.**	**10/3/2025**	**10/3/2025**	**1137255-01**	**$90.81**
1	13-00-70-7110	ELECTRICAL WORK	1.0	$90.8100	$90.81

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor		Inv Date	Due Date		Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code			Quantity Bought	Cost Per Unit	Line Extension
14	**POST OFFICE / USPS**		**10/3/2025**	**10/3/2025**		**10032025BILLS**	**$273.08**
1	10-00-70-7020	BILL CARD POSTAGE			0.4	$273.0800	$95.58
2	12-00-70-7020	BILL CARD POSTAGE			0.3	$273.0800	$81.92
3	13-00-70-7020	BILL CARD POSTAGE			0.4	$273.0800	$95.58
21	**PSN / PAYMENT SERVICES NETWORK, INC.**		**10/3/2025**	**10/3/2025**		**100325PSNFEES**	**$64.90**
1	10-00-60-6210	PSN SERVICE FEES			0.5	$64.9000	$32.45
2	12-00-60-6210	PSN SERVICE FEES			0.1	$64.9000	$6.49
3	13-00-60-6210	PSN SERVICE FEES			0.4	$64.9000	$25.96
15	**SUNFLOWER / SUNFLOWER STATE STAYS LLC**		**10/3/2025**	**10/3/2025**		**10032025EMS**	**$1,200.00**
1	01-02-60-6720	CARDINAL COTTAGE			1.0	$1,200.0000	$1,200.00
16	**VERIZON / VERIZON WIRELESS**		**10/3/2025**	**10/3/2025**		**6124298532**	**$565.38**
1	01-03-60-6180	MAINT MDT LAPTOP			1.0	$40.0100	$40.01
2	01-03-60-6180	PD CELL-WOODS			1.0	$120.6900	$120.69
3	01-03-60-6180	PD CELL PHONE-HARMON			1.0	$3.9100	$3.91
4	01-03-60-6180	PD CELL PHONE-CHIEF			1.0	$41.5400	$41.54
5	01-03-60-6180	PD DASH CAM			1.0	$40.0100	$40.01
6	01-03-60-6180	PD DASH CAM			1.0	$40.0100	$40.01
7	01-02-60-6180	EMS MDT			1.0	$40.0100	$40.01
8	01-02-60-6180	EMS MDT			1.0	$40.0100	$40.01
9	01-02-60-6180	EMS MDT			1.0	$40.0100	$40.01
10	01-11-60-6180	MAINT CELL			1.0	$41.5400	$41.54
11	01-03-60-6180	PD MDT			1.0	$40.0100	$40.01
12	01-03-60-6180	PD MDT			1.0	$40.0100	$40.01
13	01-03-60-6180	PD CELL-HARMON			1.0	$37.6200	$37.62
23	**WCCIT / WCCIT**		**10/3/2025**	**10/3/2025**		**TSP_3934**	**$1,895.71**
1	01-01-60-6200	MO SRVC-ADMIN			0.5	$800.0000	$400.00
2	01-03-60-6200	MO SRVC-POLICE			0.3	$800.0000	$200.00
3	01-04-60-6200	MO SRVC-FIRE			0.1	$800.0000	$40.00
4	13-00-60-6200	MO SRVC-SEWER			0.2	$800.0000	$160.00
5	01-01-60-6200	MICROSOFT AND SECURITY			0.3	$1,095.6800	$273.92
6	01-03-60-6200	MICROSOFT AND SECURITY			0.3	$1,095.7100	$273.93
7	10-00-60-6200	MICROSOFT AND SECURITY			0.3	$1,095.7100	$273.93
8	13-00-60-6200	MICROSOFT AND SECURITY			0.3	$1,095.7100	$273.93
22	**WHOLESALE WATER / WHOLESALE WATER SUPPLY DI**		**10/3/2025**	**10/3/2025**		**INV03549**	**$4,690.62**
1	10-00-60-6150	WATER USAGE 563100			1.0	$4,690.6200	$4,690.62

Grand Totals

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
			Total Direct Expense:		$23,107.52
			Total Immediate Payments:		$23,107.52

Report Summary

	Report Selection Criteria	
Report Type:	Detailed	
	Start	End
Transaction Number:	Start	End

AP Enter Bills Edit - Council Report

City of Sedgwick (SEDGKS)

10/10/2025 9:58:28 AM Batch: AAACCL

Vendor	Description	Check Date	Invoice#	Check#	Check Total
ABC TERMITE & PEST CONTROL	BUG SPRAY	10/10/2025	155842	72325	$164.00
BG CONSULTANTS, INC.	FIRE-EMS BLDG ENG	10/10/2025	7	72326	$2,640.00
CENTRAL POWER SYSTEMS	GENERATOR MAINT	10/10/2025	R119020790	72327	$1,978.75
CULLIGAN OF WICHITA	DRINKING WATER	10/10/2025	810562	72328	$16.35
ESO SOLUTIONS, INC	FIRE EMS SOFTWARE	10/10/2025	180177	72329	$1,531.88
EVERGY	COTTAGE ELEC SERVICE	10/10/2025	101025COTTAGE	72330	$150.16
HORSLEY WELDING SERVICE	GRAPPLE BUCKET REPAI	10/10/2025	1099	72331	$665.40
INTRUST BANK	MISC CHARGES	10/10/2025	101025INTRUST	72332	$5,603.73
KANZA CO-OPERATIVE ASSOCIATION	FUEL CHARGES	10/10/2025	101025COOP	72333	$2,590.14
KS DEPARTMENT OF REVENUE-WATE	WTR PROT FEES	10/10/2025	101025WTRPROT	72334	$673.07
KANSAS STATE TREASURER	COURT FEES	10/10/2025	101025COURT	72335	$93.00
LISA LITWILLER	TRUE VALUE PD KEYS	10/10/2025	101025LL	72336	$34.63
LOGO DEPOT	MAINT SHIRTS	10/10/2025	OEA 169048	72337	$734.65
MAGUIRE IRON INC	WATER TOWER MAINT	10/10/2025	8365	72338	$65,182.00
NEW MEDICAL HEALTH CARE, LLC	PHYSICAL DRUG SCREEN	10/10/2025	101025NEWMED	72339	$320.00
CITY OF NEWTON	WATER TREATMENT	10/10/2025	101025WTRTRTMNT	72340	$7,545.54
NEXT MOVE GROUP	HOUSING DEMAND STUDY	10/10/2025	2648	72341	$3,750.00
PITNEY BOWES GLOBAL FINANCIAL S	PITNEY MACHINE LEASE	10/10/2025	3321449957	72342	$235.23
QUILL	PD COPY PAPER	10/10/2025	45879681	72343	$39.99
SAM'S CLUB	MISC CHARGES	10/10/2025	101025SAMS	72344	$779.14
SUPERIOR EMERGENCY RESPONSE	PD CAR RADAR INSTALL	10/10/2025	6158	72345	$350.00
UNDERGROUND VAULTS & STORAGE	OFFSITE FILE STORAGE	10/10/2025	5003275	72346	$23.85
WASTE CONNECTIONS	MONTH LY TRASH/RECYC	10/10/2025	20724785V025	72347	$7,415.68
WILBUR-ELLIS COMPANY	ICE MELT	10/10/2025	17469852	72348	$382.20

Total Direct Expense: $102,899.39

Total Immediate Payments: $102,899.39

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

10/10/2025 9:50:34 AM Batch: AAACCL

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
5	**ABC TERMITE / ABC TERMITE & PEST CONTROL**	**10/10/2025**	**10/10/2025**	**155842**	**$164.00**
1	01-01-60-6100	BUG SPRAY CITY HALL	1.0	$75.0000	$75.00
2	01-01-60-6100	BUG SPRAY SR. CENTER	1.0	$45.0000	$45.00
3	01-01-60-6100	BUG SPRAY LIBRARY	1.0	$24.0000	$24.00
4	13-00-60-6100	BUG SPRAY WWTP	1.0	$20.0000	$20.00
3	**BG / BG CONSULTANTS, INC.**	**10/10/2025**	**10/10/2025**	**7**	**$2,640.00**
1	40-02-00-8210	FIRE-EMS STATION ENG DESIGN	0.5	$2,640.0000	$1,320.00
2	40-04-00-8210	FIRE-EMS STATION ENG DESIGN	0.5	$2,640.0000	$1,320.00
4	**CENTRAL POWER SYSTEMS / CENTRAL POWER SYSTI**	**10/10/2025**	**10/10/2025**	**R119020790**	**$1,978.75**
1	13-00-60-6100	GENERATOR ANNUAL PM SERVICE	1.0	$1,700.0000	$1,700.00
2	13-00-60-6100	MAIN LIFT STATION GENERATOR REPAIR	1.0	$278.7500	$278.75
7	**CULLIGAN / CULLIGAN OF WICHITA**	**10/10/2025**	**10/10/2025**	**810562**	**$16.35**
1	01-01-60-6290	ALLOCATE CULLIGAN DRINKING WATER	0.0	$16.3500	$0.00
2	01-01-60-6290	DRINKING WATER-ADMIN	1.0	$6.5400	$6.54
3	01-03-60-6290	DRINKING WATER-PD	1.0	$4.9100	$4.91
4	13-00-60-6290	DRINKING WATER-SEWER	1.0	$4.9000	$4.90
8	**ESO / ESO SOLUTIONS, INC**	**10/10/2025**	**10/10/2025**	**180177**	**$1,531.88**
1	41-02-00-8210	FIRE EMS SOFTWARE AND TRNG	0.5	$1,531.8800	$765.94
2	41-04-00-8210	FIRE EMS SOFTWARE AND TRNG	0.5	$1,531.8800	$765.94
9	**EVERGY / EVERGY**	**10/10/2025**	**10/10/2025**	**101025COTTAGE**	**$150.16**
1	01-02-60-6180	CARDIANL COTTAGE ELECT SERVICE	1.0	$150.1600	$150.16
10	**HORSLEY / HORSLEY WELDING SERVICE**	**10/10/2025**	**10/10/2025**	**1099**	**$665.40**
1	01-10-60-6110	GARPPLE BUCKET REPAIR	0.3	$665.4000	$199.62
2	10-00-60-6110	GARPPLE BUCKET REPAIR	0.4	$665.4000	$232.89
3	13-00-60-6100	GARPPLE BUCKET REPAIR	0.4	$665.4000	$232.89

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
1	INTRUST / INTRUST BANK	10/10/2025	10/10/2025	101025INTRUST	$5,603.73
1	10-00-70-7410	COMPUTER-JENESSA	0.3	$763.2400	$190.81
2	12-00-70-7410	COMPUTER-JENESSA	0.3	$763.2400	$190.81
3	13-00-70-7410	COMPUTER-JENESSA	0.3	$763.2400	$190.81
4	01-01-70-7410	COMPUTER-JENESSA	0.3	$763.2400	$190.81
5	36-00-00-8210	MOONLIGHT MKT ADS	1.0	$24.8500	$24.85
6	01-02-60-6290	INDEED AND FACEBOOK FIRE EMS ADS	0.5	$323.9300	$161.97
7	01-04-60-6290	INDEED AND FACEBOOK FIRE EMS ADS	0.5	$323.9300	$161.97
8	10-00-60-6200	MICROSOFT LICENSE-JENESSA COMPUTER	0.3	$107.9200	$26.98
9	12-00-60-6200	MICROSOFT LICENSE-JENESSA COMPUTER	0.3	$107.9200	$26.98
10	13-00-60-6200	MICROSOFT LICENSE-JENESSA COMPUTER	0.3	$107.9200	$26.98
11	01-01-60-6200	MICROSOFT LICENSE-JENESSA COMPUTER	0.3	$107.9200	$26.98
12	01-02-70-7420	AMAZON UNIFORM RACK	0.5	$42.6600	$21.33
13	01-04-70-7420	AMAZON UNIFORM RACK	0.5	$42.6600	$21.33
14	01-02-70-7010	DG EMS SUPPLIES-HANGARS	1.0	$5.4000	$5.40
15	01-08-70-7110	POCKET PARK ANCHORS	1.0	$70.1300	$70.13
16	01-01-60-6720	HORNETS NEST MEETING DONUTS	1.0	$19.5200	$19.52
17	01-01-60-6720	CHIK FIL A PD GRADUATION LUNCH	1.0	$11.0200	$11.02
18	01-01-60-6710	ICMA ANNUAL CONFERENCE-KYLE	1.0	$955.0000	$955.00
19	01-08-70-7420	FASTENAL SOCKETS	0.5	$28.1200	$14.06
20	01-11-70-7420	FASTENAL SOCKETS	0.5	$28.1200	$14.06
21	01-11-70-7250	SALISBURY SUPPLY-SAFETY SUPPLIES	0.2	$430.9600	$86.19
22	01-08-70-7250	SALISBURY SUPPLY-SAFETY SUPPLIES	0.2	$430.9600	$86.19
23	10-00-70-7250	SALISBURY SUPPLY-SAFETY SUPPLIES	0.2	$430.9600	$86.19
24	12-00-70-7010	SALISBURY SUPPLY-SAFETY SUPPLIES	0.2	$430.9600	$86.19
25	13-00-70-7250	SALISBURY SUPPLY-SAFETY SUPPLIES	0.2	$430.9600	$86.19
26	01-01-60-6720	ICMA ANNUAL CONF FLIGHT-KYLE	1.0	$520.3700	$520.37
27	01-02-70-7250	AMAZON-EMS BOOTS ANNA	1.0	$65.9900	$65.99
28	01-04-70-7420	AMAZON-FIRE STATION GARDEN HOSE	1.0	$30.9000	$30.90
29	01-08-70-7110	BOMGAARS-POCKET PARK CABLE	1.0	$18.9400	$18.94
30	01-01-60-6700	501C3 FORM 1023-EZ FILING	1.0	$275.0000	$275.00
31	01-03-60-6290	BACKGROUND CHECKS	1.0	$180.0000	$180.00
32	01-05-60-6700	KACM-COURT MEMBERSHIP LISA	1.0	$50.0000	$50.00
33	01-07-60-6400	CUPSTORE CCA CUPS	1.0	$262.9800	$262.98
34	01-07-60-6700	CCA APPLICATION FEE	1.0	$102.5000	$102.50
35	01-01-60-6290	AATRIX 941 TAX FILING	1.0	$10.7900	$10.79
36	01-01-70-7010	DG OFFICE CANDY	1.0	$10.1500	$10.15
37	01-01-60-6720	DG BDAY LUNCH MTG DRINKS	1.0	$29.9400	$29.94
38	01-03-60-6710	RAINIER ARMS-DRILL NIGHT	1.0	$28.5000	$28.50

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
39	01-03-60-6720	DEANO'S GRILL-STAFF DEBRIEFING MEAL	1.0	$58.0000	$58.00
40	01-03-70-7410	BEST BUY-PD COMPUTER	1.0	$505.2400	$505.24
41	01-03-70-7110	FLASHLIGHTDEALER-TACTICAL FIREARM LIGHT	1.0	$18.9000	$18.90
42	01-03-70-7410	AMAZON-LAPTOP DOCKING STATION & CABLE	1.0	$54.9000	$54.90
43	01-03-70-7010	AMAZON-TAB DIVIDERS	1.0	$14.7100	$14.71
44	01-03-60-6290	KS.GOV BACKGROUND CHECK VENDOR	1.0	$60.0000	$60.00
45	01-03-60-6200	ZEBRA TECH-ID PRINTER SOFTWARE	1.0	$107.5000	$107.50
46	01-03-70-7110	AMAZON-PHONE CASES	1.0	$29.9700	$29.97
47	01-03-70-7420	AMAZON-SPINNING WHEEL FOR GAMES	1.0	$39.5900	$39.59
48	01-03-70-7410	AMAZON-PRINT SERVER ADAPTER	1.0	$47.8400	$47.84
49	01-03-60-6120	CHARLIE'S CAR WASH	1.0	$30.0000	$30.00
50	01-03-70-7250	RAINIER ARMS-BELT	1.0	$174.9000	$174.90
51	01-03-70-7250	AMAZON-BADGE HOLDERS	1.0	$9.4900	$9.49
52	01-03-70-7010	JUMPSTART-FISHING BAIT FISHING DERBY	1.0	$20.9000	$20.90
53	01-03-70-7010	AMAZON-COFFEE SUPPLIES	1.0	$62.9800	$62.98
11	**KANZA / KANZA CO-OPERATIVE ASSOCIATION**	**10/10/2025**	**10/10/2025**	**101025COOP**	**$2,590.14**
1	01-03-70-7210	FUEL - PD	1.0	$565.8300	$565.83
2	10-00-70-7210	FUEL - WATER	1.0	$395.5500	$395.55
3	01-04-70-7210	FUEL - FIRE	1.0	$278.7200	$278.72
4	01-10-70-7210	FUEL - STREETS	1.0	$395.5500	$395.55
5	13-00-70-7210	FUEL - SEWER	1.0	$339.0500	$339.05
6	01-02-70-7210	FUEL - EMS	1.0	$507.7200	$507.72
7	01-08-70-7110	QWIKLIFT	1.0	$26.9300	$26.93
8	01-10-70-7110	QWIKLIFT	1.0	$26.9300	$26.93
9	10-00-70-7110	QWIKLIFT	1.0	$26.9300	$26.93
10	13-00-70-7110	QWIKLIFT	1.0	$26.9300	$26.93
12	**KS DEPT OF REV - WTR PROT / KS DEPARTMENT OF RI**	**10/10/2025**	**10/10/2025**	**101025WTRPROT**	**$673.07**
1	10-00-60-6154	WATER PROTECTION FEES	1.0	$673.0700	$673.07
13	**KS TREASURER / KANSAS STATE TREASURER**	**10/10/2025**	**10/10/2025**	**101025COURT**	**$93.00**
1	01-05-60-6310	JBEF	1.0	$3.0000	$3.00
2	01-05-60-6310	LETC	1.0	$90.0000	$90.00
14	**LITWILLER / LISA LITWILLER**	**10/10/2025**	**10/10/2025**	**101025LL**	**$34.63**
1	01-03-70-7100	PD KEYS	1.0	$34.6300	$34.63
15	**LOGO / LOGO DEPOT**	**10/10/2025**	**10/10/2025**	**OEA 169048**	**$734.65**
1	01-11-70-7250	MAINT SHIRTS	1.0	$734.6500	$734.65

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

Tr. #	Vendor	Inv Date	Due Date	Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code	Quantity Bought	Cost Per Unit	Line Extension
16	**MAGUIRE IRON / MAGUIRE IRON INC**	**10/10/2025**	**10/10/2025**	**8365**	**$65,182.00**
1	10-00-60-6130	EAST WATER TOWER MAINT	1.0	$33,788.0000	$33,788.00
2	10-00-60-6130	WEST WATER TOWER MAINT	1.0	$31,394.0000	$31,394.00
17	**NEW MED / NEW MEDICAL HEALTH CARE, LLC**	**10/10/2025**	**10/10/2025**	**101025NEWMED**	**$320.00**
1	01-02-60-6290	PHYSICAL DRUG SCREEN-BILL MORGAN	1.0	$160.0000	$160.00
2	01-02-60-6290	PHYSICAL DRUG SCREEN-KATIE EBERLE	1.0	$160.0000	$160.00
18	**NEWTON CITY / CITY OF NEWTON**	**10/10/2025**	**10/10/2025**	**101025WTRTRTMNT**	**$7,545.54**
1	10-00-60-6152	WATER TREATMENT	1.0	$7,545.5400	$7,545.54
19	**NEXT / NEXT MOVE GROUP**	**10/10/2025**	**10/10/2025**	**2648**	**$3,750.00**
1	17-00-60-6290	HOUSING DEMAND STUDY	1.0	$3,750.0000	$3,750.00
22	**PITNEY B / PITNEY BOWES GLOBAL FINANCIAL SERVI**	**10/10/2025**	**10/10/2025**	**3321449957**	**$235.23**
1	01-01-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.5	$235.2300	$117.62
2	01-03-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	$235.2300	$23.52
3	01-05-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.2	$235.2300	$47.05
4	01-09-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	$235.2300	$11.76
5	10-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	$235.2300	$11.76
6	12-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	$235.2300	$11.76
7	13-00-60-6200	PITNEY BOWES LEASE ON POSTAGE MACHINE	0.1	$235.2300	$11.76
23	**QUILL / QUILL**	**10/10/2025**	**10/10/2025**	**45879681**	**$39.99**
1	01-03-70-7010	PD COPY PAPER	1.0	$39.9900	$39.99
24	**SAMS / SAM'S CLUB**	**10/10/2025**	**10/10/2025**	**101025SAMS**	**$779.14**
1	01-01-60-6720	FALL FEST BREAKFAST	1.0	$63.0600	$63.06
2	01-01-60-6720	BDAY LUNCH MTG	1.0	$70.8100	$70.81
3	01-03-70-7010	PARADE CANDY	0.3	$198.5600	$59.57
4	01-02-70-7010	PARADE CANDY	0.4	$198.5300	$69.49
5	01-04-70-7010	PARADE CANDY	0.4	$198.5600	$69.50
6	01-08-70-7010	SHELTER TOILET PAPER AND PAPER TOWELS	1.0	$58.1400	$58.14
7	01-01-60-6720	BDAY LUNCH MTG	1.0	$388.5700	$388.57
25	**SUPERIOR EMERGENCY / SUPERIOR EMERGENCY RES**	**10/10/2025**	**10/10/2025**	**6158**	**$350.00**
1	01-03-60-6120	PD CAR RADAR INSTALL	1.0	$350.0000	$350.00

AP Enter Bills Edit Report - Sorted by Vendor ** Customized **

City of Sedgwick (SEDGKS)

10/10/2025 9:50:34 AM Batch: AAACCL

Tr. #	Vendor		Inv Date	Due Date		Invoice #	Total Invoice
Line	GL Expense Account	Desc/Inv Stock/Alloc/Cost Code			Quantity Bought	Cost Per Unit	Line Extension
26	**UNDERGROUND / UNDERGROUND VAULTS & STORAGI**		**10/10/2025**	**10/10/2025**		**5003275**	**$23.85**
1	01-01-60-6200	OFFSITE FILE STORAGE			1.0	$23.8500	$23.85
27	**WASTE CONNECTIONS / WASTE CONNECTIONS**		**10/10/2025**	**10/10/2025**		**20724785V025**	**$7,415.68**
1	12-00-60-6160	95 GALLON TRASH CART			387.0	$10.8100	$4,183.47
2	12-00-60-6160	65 GALLON TRASH CART			143.0	$8.6500	$1,236.95
3	12-00-60-6160	35 GALLON TRASH CART			39.0	$8.6500	$337.35
4	12-00-60-6160	SR 35 GALLON TRASH CART			29.0	$7.5700	$219.53
5	12-00-60-6160	SEDG CO SURCHARGE			60.0	$2.5000	$150.00
6	12-00-60-6160	RECYCLE			591.0	$2.1800	$1,288.38
7	12-00-60-6160	CART EXCHANGE			0.0	$25.0000	$0.00
28	**WILBUR-ELLIS / WILBUR-ELLIS COMPANY**		**10/10/2025**	**10/10/2025**		**17469852**	**$382.20**
1	01-10-70-7230	XCALIBUR ICE MELT			1.0	$382.2000	$382.20

Grand Totals

Total Direct Expense: **$102,899.39**

Total Immediate Payments: $102,899.39

Report Summary

Report Selection Criteria

Report Type: Detailed

	Start	**End**
Transaction Number:	Start	End

AP Bank Reconciliation Posting Audit Report

City of Sedgwick (SEDGKS)

10/10/2025 08:39:16 AM | Batch: AAACCM | User ID: SHELIA | Page 1

Bank Code: CKG LEGACY BANK

Vendor Tran#	Document #	Date	Type	User ID	Posting Reference	Total Amount
CARL B DAVIS, CHAPTER 13 TRUSTEE						
1	72318	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$668.31
Description:						
LEGACY BANK						
2	72319	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$8,686.44
Description:						
EMPOWER RETIREMENT						
3	72320	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$1,000.00
Description:						
KP&F						
4	72321	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$2,276.48
Description:						
KP&F98 POLICE						
5	72322	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$1,560.68
Description:						
KPERS						
6	72323	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$2,953.78
Description:						
KANSAS STATE WITHHOLDING TAX						
7	72324	10/10/2025	Check	SHELIA	AP0000001419AAACCM	$1,627.21
Description:						

	Bank Totals	Items	Total Voids	Items
Checks	($18,772.90)	7	$0.00	0
Deposits	$0.00	0	$0.00	0
Deductions	$0.00	0	$0.00	0
Additions	$0.00	0	$0.00	0
Bank Charges	$0.00	0	$0.00	0
Net Activity for CKG:	($18,772.90)			

Report Totals

	Bank Totals	Items	Total Voids	Items
Checks	($18,772.90)	7	$0.00	0
Deposits	$0.00	0	$0.00	0
Deductions	$0.00	0	$0.00	0
Additions	$0.00	0	$0.00	0
Bank Charges	$0.00	0	$0.00	0
Net Activity:	($18,772.90)			

City of Sedgwick City
Council Meeting
October 15, 2025

TO: **Mayor and City Council**

SUBJECT: **Station 31**

INITIATED BY: **Administration**

AGENDA: **New Business**

Background: The City held a bid opening for the Station 31 project at 10:00 am on Tuesday, September 30, 2025, in council chambers. Upon confirmation of bid documents and references, BG Consultants recommends awarding the contract to NF Construction for a total amount of $2,090,000.

Analysis: There were a total of six firms who submitted on the solicitation. NF Construction acknowledges the Notice to Proceed date of November 4, 2025, with mobilization of crews taking place in March 2026 for a completion date of November 4, 2026. The alternates that are added to the project include a) contractor install liner panel at all apparatus bays ceilings, b) contractor install additional wall framing for whiteboard inlay for Training Room, c) contractor install compressed air loop and compressed air hose reels in apparatus bays. These alternates are essential to the project and within the engineer's original estimate for the project.

Recommended Action: It is recommended that council award the base bid + add alternates for a price of $2,090,000.

Attachments: Official Bid Tabulation

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

Kyle Nordick
City Administrator
City of Sedgwick, KS
520 N Commercial Ave.
Sedgwick, KS 67135

October 9, 2025

Re: Evaluation of Bids & Notice of Award Recommendation | *Sedgwick Fire-EMS Station #31*

Dear Kyle,

On Tuesday, September 30, 2025, bids were received, opened and recorded at the City of Sedgwick, KS City Hall for the Sedgwick Fire-EMS Station #31 project. A total of six qualified bids by general contractors were submitted for the project. The lowest base bid was submitted by *NF Construction* in the amount of $2,018,000.00. The second lowest base bid was by *Multicon, Inc.* in the amount of $2,075,595.00. The third lowest base bid was by *Key Construction* in the amount of $2,147,000.00. The fourth lowest base bid was by *Vogts Construction Co* in the amount of $2,194,000.00. The fifth lowest base bid was by *Wiens & Company Construction Co.* in the amount of $2,250,000.00. The sixth and highest base bid was by *Arning Companies* in the amount of $3,322,000.00. The Architect's estimate of the probable cost of construction for the base bid work was $2,288,783.00.

Alternates #1, #2, and #3 values were submitted by all qualified bidders for the various Alternate work. All bidders submitted an Alternate #1 price ranging between $19,200.00 and $69,000.00. The Architect's estimate of the probable cost of construction for the Alternate #1 work was $20,000.00. All bidders submitted an Alternate #2 price between $4,925.00 and $10,000.00. The Architect's estimate of the probable cost of construction for the Alternate #2 work was $6,250.00. All bidders submitted an Alternate #3 price between $14,500.00 and $27,500.00. The Architect's estimate of the probable cost of construction for the Alternate #3 work was $17,375.00.

All qualified bidders have furnished a required Bid Bond, and have acknowledged receipt of Addenda 1, 2 and 3. Bids have been evaluated by the Architect to identify the lowest bid by a qualified and responsible bidder. BG Consultants has contacted references for the two (2) lowest bidders, *NF Construction* and *Multicon, Inc.*, and has provided the attached Contractor Qualification/Evaluation Form for your reference.

The Architect has reviewed all Bidders and their Bid Amounts to determine the lowest bid:

The lowest, fixed, base bid value appears to be met by *NF Construction*. *NF Construction* has proposed to begin construction in Fall 2025/Spring 2026, completing the work within 365 calendar days.

NF Construction proposes to complete the Alternate #1 work in the amount of $37,000 with Zero (0) additional days added to the contract timeline. *NF Construction* proposes to complete the Alternate #2 work in the amount of $7,500 with Zero (0) additional days added to the contract timeline. *NF Construction* proposes to complete the Alternate #3 work in the amount of $27,500 with Zero (0) additional days added to the contract timeline. The total price of the base bid+alternates amounts to $2,090,000.

Based on the Contractor Qualification/Evaluation results evaluated by BG Consultants, *NF Construction Co.* has received a Contractor Rating of 4.0 / 4.0.

At the recommendation of the Architect, the City of Sedgwick initially indicated a desired construction start date of November 3rd, 2025, and requested project completion within 330 calendar days. *NF Construction* has not clearly identified a proposed construction start date in their Bid, and has proposed a timeline of 365 calendar days to complete the work. Therefore, BG Consultants recommends that the City of Sedgwick request further clarification

from NF Construction on a proposed construction start date (or) negotiate an agreed upon Notice to Proceed Date, prior to making a final decision to award the project, to confirm that their proposed construction schedule aligns with the City's best interests.

It is the Architect's recommendation that the Owner give Notice of Award to the Contractor and their associated Bid which meets the following qualifications: lowest combined price of base bid and accepted alternates, highest contractor evaluation score, and favorable project schedule.

The information contained herein is provided for your reference and as a resource in determining Award of Contract. We look forward to working with you, and the successful bidder, through the next phase of this project as it commences into construction.

Sincerely,

Grant Urban, AIA
Architect

Attachments: Scanned Bids (.ZIP), Bid Tabulation Form (PDF), Architect's Opinion of Probable Cost (PDF)

BID TABULATION FORM

City of Sedgwick, KS

Sedgwick Fire-EMS Station #31

30-Sep-25

BG CONSULTANTS
ENGINEERS · ARCHITECTS · SURVEYORS

	General Contractor	Bid Bond	Addendum #1	Addendum #2	Addendum #3	Base Bid	**Alternate No. 1:** Contractor install liner panel (LP-1) at all Apparatus Bays ceilings.	Alternate No. 2: Contractor install additional wall framing for custom whiteboard inlay and countertop at Training Room per 12/A401 and 13/A401.	**Alternate No. 3:** Contractor install compressed air loop and compressed air hose reels in Apparatus Bays per P102.	Accepted Alternates (Mark)			Base Bid, plus Alternates
	Architect's Opinion of Probable Cost					*$ 2,288,783.00*	*$ 20,000.00*	*$ 6,250.00*	*$ 17,375.00*				*$ 2,326,158.00*
	Proposed Construction Timeline					*Start Nov 1, 2025; Complete in 330 calendar days*	*Add X days*	*Add X days*	*Add X days*				
1	**Arning Companies**	Y	Y	Y	Y	$ 3,322,000.00	$ 69,000.00	$ 8,500.00	$ 14,500.00	1	2	3	$ 3,414,000.00
		N	N	N	N	Start Oct. 30, 2025; Complete Aug. 26, 2026 (300 days)	Add 10 days	N/A	N/A				
2	**Multicon, Inc.**	Y	Y	Y	Y	$ 2,075,595.00	$ 19,200.00	$ 4,925.00	$ 19,800.00	1	2	3	$ 2,119,520.00
		N	N	N	N	Start Nov. 1, 2025; Complete in 300 calendar days	N/A	N/A	N/A				
3	**Vogts Construction Company**	Y	Y	Y	Y	$ 2,194,000.00	$ 34,000.00	$ 10,000.00	$ 21,000.00	1	2	3	$ 2,259,000.00
		N	N	N	N	Start 45 days from NTP; Complete In 300 calendar days	Add 14 days	Add 3 days	Add 5 days				
4	**Wiens & Company Construction Co., Inc.**	Y	Y	Y	Y	$ 2,250,000.00	$ 43,000.00	$ 7,000.00	$ 20,000.00	1	2	3	$ 2,320,000.00
		N	N	N	N	Start February 1, 2026; Complete in 300 calendar days	N/A	N/A	N/A				
5	**Key Construction**	Y	Y	Y	Y	$ 2,147,000.00	$ 28,000.00	$ 6,000.00	$ 19,000.00	1	2	3	$ 2,200,000.00
		N	N	N	N	Start Nov. 3, 2025; Complete Aug. 31, 2026	N/A	N/A	N/A				
6	**NF Construction**	Y	Y	Y	Y	$ 2,018,000.00	$ 37,000.00	$ 7,500.00	$ 27,500.00	1	2	3	$ 2,090,000.00
		N	N	N	N	Start Fall/Spring 2025; Complete in 365 calendar days	N/A	N/A	N/A				
7		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
8		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
9		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
10		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
11		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
12		Y	Y	Y	Y					1	2	3	
		N	N	N	N								
13		Y	Y	Y	Y					1	2	3	
		N	N	N	N								

City of Sedgwick
City Council Meeting
October 15, 2025

TO: **Mayor and City Council**

SUBJECT: **Resolution 10152025**

INITIATED BY: **Administration**

AGENDA: **New Business**

Background: The governing body established a Public Building Commission for the purpose of building Station #31. This resolution is declaring the intent of the City of Sedgwick, Kansas to enter into a base lease and a project lease between itself and the City of Sedgwick, Kansas Public Building Commission related to the financing of the Station #31 project while approving the forms of each lease and authorizing the execution of said documents.

Upon the adoption of this resolution, the governing body is requesting that the PBC proceed with the sale of Bonds and declares its intent to enter into the base lease and project lease to provide sufficient rental payments to meet the debt service requirements on the bonds.

Analysis: The PBC is created in accordance with state statue to allow for the municipality to flexibility in financing and alleviate issues of statutory debt service limitations; providing for increased bonding ability for the municipality on future projects.

Recommended Action: It is recommended that City Council approve Resolution No. 10152025

Attachments: None

City of Sedgwick, KS Public Building Commission

$2,210,000

PBC Rev Bonds, Series 2025-prelim-20yrs

December 9, 2025

Sources & Uses

Dated 12/09/2025 | Delivered 12/09/2025

Sources Of Funds	
Par Amount of Bonds	$2,210,000.00
CDBG Grant	650,000.00
Total Sources	**$2,860,000.00**
Uses Of Funds	
Total Underwriter's Discount (2.000%)	44,200.00
Costs of Issuance	71,640.00
Deposit to Capitalized Interest (CIF) Fund	75,712.36
Deposit to Project Construction Fund	2,667,420.32
Rounding Amount	1,027.32
Total Uses	**$2,860,000.00**

COSTS OF ISSUANCE DETAIL

Financial Advisor (Ranson Financial)	$19,750.00
Bond Counsel (Gilmore & Bell)	$21,000.00
Rating Agency Fee	$20,000.00
POS/Official Statement (Ranson Financial)	$4,750.00
State Treasurer	$4,500.00
Attorney General	$750.00
CUSIP	$890.00
TOTAL	**$71,640.00**

Ranson Financial Group LLC
Larry Kleeman (Attorney & Municipal Financial Advisor)
316-619-6707 cell
www.ransonfinancial.com

Draft Time Table of Events

City of Sedgwick Public Building Commission
Revenue Bonds, Series 2025 (Fire Station)

(City Meetings are 1st & 3rd Wednesday at 6:30pm; Agengda packet deadline: 3pm Friday before)
Action of Governing Body in bold/yellow
Newspaper: Harvey County Independent; Publishes Thursday, deadline for legal notices Tuesday 3pm

Activity		Date
Gilmore and Bell provides draft documents to the City/PBC		8/15/2025
City creates PBC and appoints members; PBC reviews plan of finance and authorizes new project		**8/20/2025**
PBC Resolution publishes for two consecutive weeks	8/28/2025	9/4/2025
30-day protest period ends		10/5/2025
Construction bids received; Project $ amount determined		9/30/2025
Gilmore and Bell provides draft documents to the various entities		10/10/2025
PBC authorizes the calling of a bond sale		**10/15/2025**
Ranson distributes draft POS for comments		10/16/2025
Comments due to Ranson on POS; submit to Rating Agency		10/23/2025
Rating conference call (avoid Oct 24-29)		10/30/2025
Ranson distributes Bid Documents		11/5/2025
Rating received		11/7/2025
Gilmore and Bell provides draft documents to the various entities		11/13/2025
PBC reviews bond bids and approves best bid (and bond resolution)		**11/19/2025**
Closing (Funds Available)		12/9/2025

City of Sedgwick, KS Public Building Commission

$2,210,000
PBC Rev Bonds, Series 2025-prelim-20yrs
December 9, 2025

Optional Redemption: 10/01/2032
Underwriter Allowance: 2.00%
Sale Date/Time: 11/19/2025 @ 11:00 a.m.
1st interest payment: 04/01/2026

Net Debt Service Schedule (20 YEAR Estimate - For Discussion Purposes)

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S
10/01/2026	-	-	75,712.36	75,712.36	(75,712.36)	-
10/01/2027	80,000.00	3.190%	93,344.00	173,344.00	-	173,344.00
10/01/2028	80,000.00	3.120%	90,792.00	170,792.00	-	170,792.00
10/01/2029	80,000.00	3.090%	88,296.00	168,296.00	-	168,296.00
10/01/2030	85,000.00	3.110%	85,824.00	170,824.00	-	170,824.00
10/01/2031	90,000.00	3.170%	83,180.50	173,180.50	-	173,180.50
10/01/2032	90,000.00	3.280%	80,327.50	170,327.50	-	170,327.50
10/01/2033	95,000.00	3.440%	77,375.50	172,375.50	-	172,375.50
10/01/2034	95,000.00	3.520%	74,107.50	169,107.50	-	169,107.50
10/01/2035	100,000.00	3.680%	70,763.50	170,763.50	-	170,763.50
10/01/2036	105,000.00	3.830%	67,083.50	172,083.50	-	172,083.50
10/01/2037	105,000.00	4.090%	63,062.00	168,062.00	-	168,062.00
10/01/2038	110,000.00	4.310%	58,767.50	168,767.50	-	168,767.50
10/01/2039	115,000.00	4.480%	54,026.50	169,026.50	-	169,026.50
10/01/2040	120,000.00	4.630%	48,874.50	168,874.50	-	168,874.50
10/01/2041	125,000.00	4.780%	43,318.50	168,318.50	-	168,318.50
10/01/2042	135,000.00	4.900%	37,343.50	172,343.50	-	172,343.50
10/01/2043	140,000.00	5.010%	30,728.50	170,728.50	-	170,728.50
10/01/2044	145,000.00	5.090%	23,714.50	168,714.50	-	168,714.50
10/01/2045	155,000.00	5.160%	16,334.00	171,334.00	-	171,334.00
10/01/2046	160,000.00	5.210%	8,336.00	168,336.00	-	168,336.00
Total	**$2,210,000.00**	**-**	**$1,271,311.86**	**$3,481,311.86**	**(75,712.36)**	**$3,405,599.50**

City of Sedgwick, KS Public Building Commission

$2,205,000

PBC Rev Bonds, Series 2025-prelim-15yrs

December 9, 2025

Net Debt Service Schedule (15 YEAR Estimate - For Discussion Purposes)

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S
10/01/2026	-	-	68,007.61	68,007.61	(68,007.61)	-
10/01/2027	115,000.00	3.190%	83,845.00	198,845.00	-	198,845.00
10/01/2028	120,000.00	3.120%	80,176.50	200,176.50	-	200,176.50
10/01/2029	120,000.00	3.090%	76,432.50	196,432.50	-	196,432.50
10/01/2030	125,000.00	3.110%	72,724.50	197,724.50	-	197,724.50
10/01/2031	130,000.00	3.170%	68,837.00	198,837.00	-	198,837.00
10/01/2032	135,000.00	3.280%	64,716.00	199,716.00	-	199,716.00
10/01/2033	140,000.00	3.440%	60,288.00	200,288.00	-	200,288.00
10/01/2034	145,000.00	3.520%	55,472.00	200,472.00	-	200,472.00
10/01/2035	150,000.00	3.680%	50,368.00	200,368.00	-	200,368.00
10/01/2036	155,000.00	3.830%	44,848.00	199,848.00	-	199,848.00
10/01/2037	160,000.00	4.090%	38,911.50	198,911.50	-	198,911.50
10/01/2038	165,000.00	4.310%	32,367.50	197,367.50	-	197,367.50
10/01/2039	175,000.00	4.480%	25,256.00	200,256.00	-	200,256.00
10/01/2040	180,000.00	4.630%	17,416.00	197,416.00	-	197,416.00
10/01/2041	190,000.00	4.780%	9,082.00	199,082.00	-	199,082.00
Total	**$2,205,000.00**	**-**	**$848,748.11**	**$3,053,748.11**	**(68,007.61)**	**$2,985,740.50**

EXCERPT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF
THE CITY OF SEDGWICK, KANSAS
HELD ON OCTOBER 15, 2025

The governing body met in regular session at the usual meeting place in the City, at 6:30 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)

Councilmember _____ moved for the adoption of a Resolution entitled:

A RESOLUTION DECLARING AN INTENT OF THE CITY OF SEDGWICK, KANSAS TO ENTER INTO A BASE LEASE AND A PROJECT LEASE BETWEEN ITSELF AND THE CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION RELATED TO THE FINANCING OF A FIRE STATION PROJECT; APPROVING THE FORMS OF SAID BASE LEASE AND PROJECT LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS.

Councilmember _____ seconded the motion and the Resolution was adopted by the following vote of the governing body:

Yea: _____.

Nay: _____.

The Resolution was then duly numbered Resolution No. 10152025, and was signed by the Mayor and attested by the Clerk and was directed to be forwarded by the Clerk to the City of Sedgwick, Kansas Public Building Commission.

* * * * * * * * * * * * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Sedgwick, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Clerk

RESOLUTION NO. 10152025

A RESOLUTION DECLARING AN INTENT OF THE CITY OF SEDGWICK, KANSAS TO ENTER INTO A BASE LEASE AND A PROJECT LEASE BETWEEN ITSELF AND THE CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION RELATED TO THE FINANCING OF A FIRE STATION PROJECT; APPROVING THE FORMS OF SAID BASE LEASE AND PROJECT LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS.

WHEREAS, under the authority of K.S.A. 12-1757 *et seq*. (the "Act"), the City of Sedgwick, Kansas Public Building Commission, a municipal corporation of the State of Kansas (the "PBC"), has heretofore been created by action duly taken by the City Council (the "Governing Body") of the City of Sedgwick, Kansas (the "City"); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs to construct, furnish and equip a building for the benefit of the City's use as a fire station facility (the "Improvements") to be located on a tract of real estate owned by the City and described as:

> Lots numbered thirty-two (32), thirty-four (34), thirty-six (36), thirty-eight (38), forty (40) and forty-two (42), on the east side of Washington Avenue, in the City of Sedgwick, Harvey County, Kansas, as shown by the recorded plat thereof
>
> and
>
> Lot Thirty (30) on Washington Avenue in the City of Sedgwick, Harvey County, Kansas as established by the plat filed in Book 2, Page 61 of Plat Book Records, together with the East 16 feet of Washington Avenue reverting thereto by reason of vacation.

(the "Site," and collectively with the Improvements, the "Project"); and

WHEREAS, the City has adopted a resolution declaring the need to undertake the Project at an estimated cost of $2,750,000, and requesting that the PBC provide for the financing of the Project in an amount of not to exceed $2,750,000; and

WHEREAS, the PBC has adopted and published Resolution No. 08202025B, which declared the intent of the PBC to issue, in one or more series, revenue bonds to finance the Project in an aggregate principal amount not to exceed $2,750,000, such revenue bonds to be issued in accordance with the provisions of the Act and all other laws of the State of Kansas supplemental thereto or amendatory thereof; and

WHEREAS, in conjunction with the issuance of such revenue bonds, the PBC will enter into: (a) a Base Lease between the City and the PBC (the "Base Lease"), under which the City will lease the Site to the PBC upon the terms and conditions set forth therein; and (b) a Project Lease between the PBC and the City (the "Project Lease"), under which the proceeds of the PBC's revenue bonds shall be used to pay a portion of the costs of the Project and pursuant to which the PBC shall lease the Project to the City, 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 such revenue bonds as the same become due; and

WHEREAS, for purposes of providing sufficient revenues to make debt service payments on such revenue bonds, the City hereby declares an intent to enter into the Base Lease and the Project Lease with the PBC, subject to the provisions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SEDGWICK, KANSAS:

Section 1. Pursuant to the Act, the City hereby finds and determines that: (i) leasing the Site to the PBC pursuant to the Base Lease; (ii) leasing the Project from the PBC pursuant to the Project Lease; and (iii) the issuance of the PBC's Revenue Bonds (Fire Station Project), Series 2025 (the "Bonds"), to finance a portion of the costs of the Project, are necessary, convenient and in furtherance of the governmental purposes of the City.

Section 2. The Governing Body hereby requests that the PBC proceed with the sale of the Bonds and declares its intent to enter into the Base Lease and the Project Lease to provide sufficient rental payments to meet the debt service requirements on the Bonds, provided that: (a) the principal amount of the Bonds not exceed $2,750,000; and (b) the true interest cost of the Bonds not exceed 6.00%. In the event such parameters are met, the Governing Body authorizes the Mayor and the Clerk to affix their signatures and the seal of the City to the Base Lease and the Project Lease, for and on behalf of the City, with such changes therein as the City Attorney may deem necessary or appropriate.

Section 3. The Mayor, the City Administrator, the Clerk, the City Attorney, and the other officers and representatives of the City are hereby authorized to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the intent of this Resolution.

Section 4. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the City or the officials of the City, directed toward the Project, or the leasing of the Project from the PBC, are hereby ratified, approved and confirmed.

Section 5. This resolution shall be effective from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on October 15, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. ____ of the City of Sedgwick, Kansas adopted by the Governing Body on October 15, 2025, as the same appears of record in my office.

DATED: October 15, 2025.

_____
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

BASE LEASE

THIS BASE LEASE (as amended, modified or supplemented from time to time, this "Base Lease") dated as of December 9, 2025, between the City of Sedgwick, Kansas (the "City"), a municipality duly organized and existing under the constitution and laws of the state of Kansas and the City of Sedgwick, Kansas Public Building Commission, a municipal corporation of the State of Kansas, as lessee (the "PBC");

W I T N E S S E T H:

WHEREAS, pursuant to the authority of K.S.A. 12-1757 *et seq.* (the "Act"), the PBC is authorized to acquire by lease certain tracts of real estate owned by the City described as:

> Lots numbered thirty-two (32), thirty-four (34), thirty-six (36), thirty-eight (38), forty (40) and forty-two (42), on the east side of Washington Avenue, in the City of Sedgwick, Harvey County, Kansas, as shown by the recorded plat thereof
>
> and
>
> Lot Thirty (30) on Washington Avenue in the City of Sedgwick, Harvey County, Kansas as established by the plat filed in Book 2, Page 61 of Plat Book Records, together with the East 16 feet of Washington Avenue reverting thereto by reason of vacation.

(the "Land"); and

WHEREAS, the City and the PBC propose that the PBC shall lease the Land from the City and provide up to $2,210,000* from proceeds of revenue bonds of the PBC and that, in addition to said proceeds, available funds of the City shall also be used to pay the costs to construct, furnish and equip a building to be located on the Land for the benefit of the City's use as a fire station facility (the "Facility," and collectively with the Land, the "Project"), and to lease the Project to the City pursuant to a Project Lease dated as of the date hereof (as amended, modified or supplemented from time to time, the "Project Lease") between the PBC and the City; and

NOW, THEREFORE, in consideration of the covenants and agreements by the PBC herein set forth, the City hereby leases the Land to the PBC, to have and to hold, with all appurtenances thereto, upon the terms and conditions set forth herein.

FURTHER, the City and the PBC hereby covenant and agree as follows:

SECTION 1. **Representations by the City**. The City represents, covenants and agrees as follows:

(a) The lease of the Land by the City to the PBC and the lease of the Project by the PBC to the City, as provided in the Project Lease, are necessary, desirable and in the public interest, and the City hereby declares its current need for the Project;

(b) The City, pursuant to Resolution No. 10152025 adopted by its governing body, has full power and authority to enter into the transactions contemplated by this Base Lease and the Project Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Project Lease;

(c) Neither the execution and delivery of this Base Lease or the Project Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound;

(d) The City has marketable record fee simple title to the Land;

(e) The Land is not subject to any dedication, easement, right-of-way, reservation, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Land, as contemplated by the Project Lease;

(f) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(g) The Land is properly zoned for the purpose of constructing the Project; and

(h) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner, except as permitted by this Base Lease and the Project Lease.

SECTION 2. **Representation of the PBC**. The PBC represents, covenants and agrees as follows:

(a) To enter into the Project Lease simultaneously with the delivery of this Base Lease;

(b) To provide funds exclusively from the proceeds of its revenue bonds, in an aggregate amount of $2,210,000* (the "Bonds") to pay a portion of the costs of constructing, furnishing, and equipping the Facility on the Land, as authorized pursuant to a resolution of the PBC (the "Bond Resolution"); and

(c) To surrender and deliver the Project to the City upon the expiration of this Base Lease.

SECTION 3. Term of Base Lease. The term of this Base Lease shall commence on December 9, 2025, and end on December 9, 2056, unless terminated on the conditions hereinafter provided.

SECTION 4. Termination. This Base Lease shall terminate upon the earlier of the following events: (a) the completion of the term set forth in ***Section 3***; or (b) payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution and the City exercises its option to purchase the PBC's interest in the Project pursuant to ***ARTICLE XVII*** of the Project Lease. Thereupon, this Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest.

SECTION 5. Assignments and Subleases.

(a) The PBC may assign its rights under this Base Lease without the consent of the City (i) in connection with any assignment of its rights under the Project Lease, (ii) if the Project Lease is terminated for any reason or (iii) if an "Event of Default" as defined in the Project Lease has occurred.

If an "Event of Default" under the Project Lease occurs, the PBC shall have the right to possession of the Land for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

(b) The City may assign its rights and obligations under this Base Lease and may sublet the Project on the conditions set forth in the Project Lease and the Act.

SECTION 6. Taxes and Assessments. The City covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Project.

SECTION 7. Title and Consideration. Title to the Land shall remain in the City at all times. The leasing of the Project to the City under the Project Lease shall be deemed the City's entire consideration for this Base Lease.

SECTION 8. Severability. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 9. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the City. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

SECTION 10. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the state of Kansas.

SECTION 11. Execution. Separate counterparts of this Base Lease may be executed by the PBC and the City with the same force and effect as though the same counterpart had been executed by both the PBC and the City.

SECTION 12. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13. Electronic Transactions. To the extent permitted by law, the transaction described herein may be conducted and related documents may be stored by electronic means, and 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.

SECTION 14. Complete Agreement. This Base Lease, together with the Project Lease and the Bond Resolution, constitute a final expression of the agreements between the parties hereto and such agreements may not be contradicted by evidence of any prior or contemporaneous oral agreement. No unwritten oral agreement between the parties exists.

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IN WITNESS WHEREOF, the PBC and the City have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

CITY OF SEDGWICK, KANSAS

(SEAL)

ATTEST:

_____
Mayor

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF HARVEY)

This instrument was acknowledged before me on October 15, 2025, by Bryan Chapman, Mayor, and Shelia Agee, Clerk, of the City of Sedgwick, Kansas, a municipality duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)

_____
Notary Public

My Commission Expires: _____

CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION

(SEAL)

_____
President

ATTEST:

_____
Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF HARVEY)

This instrument was acknowledged before me on October 15, 2025, by Bryan Chapman, President and Shelia Agee, Secretary, of the City of Sedgwick, Kansas Public Building Commission, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

_____
Notary Public

My Commission Expires: _____

PROJECT LEASE

BY AND BETWEEN

CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION

AND

CITY OF SEDGWICK, KANSAS

DATED DECEMBER 9, 2025

LEASE

TABLE OF CONTENTS

Page

ARTICLE I

Section 1.1 Definitions. 2
Section 1.2 Rules of Interpretation. 6
Section 1.3 Representations and Covenants by Tenant. 6
Section 1.4 Representations and Covenants by Issuer. 8
Section 1.5 Continuing Disclosure. 8

ARTICLE II

Section 2.1 Granting of Leasehold. 8
Section 2.2 Termination of Project Lease. 8

ARTICLE III

Section 3.1 Basic Rent. 9
Section 3.2 Additional Rent. 9
Section 3.3 Rent Payable Without Abatement or Setoff. 9
Section 3.4 Prepayment of Basic Rent. 9
Section 3.5 Deposit of Rental Payments. 10

ARTICLE IV

Section 4.1 Disposition of Series 2025 Bond Proceeds; Project Fund. 10
Section 4.2 Project Contracts. 10
Section 4.3 Payment of Project Costs. 10
Section 4.4 Changes or Amendments to Project Contracts. 10
Section 4.5 Completion of Project. 11
Section 4.6 Right of Entry by Issuer. 11
Section 4.7 Furnishings and Equipment Purchased by Tenant. 11
Section 4.8 Project Property of Issuer 11
Section 4.9 Kansas Retailers' Sales Tax. 11

ARTICLE V

Section 5.1 Environmental Covenants. 11

ARTICLE VI

Section 6.1 Insurance as a Condition to Disbursement. 12
Section 6.2 Insurance After Completion. 13
Section 6.3 General Insurance Provisions. 13

ARTICLE VII

Section 7.1 Impositions.....14
Section 7.2 Receipted Statements.....14
Section 7.3 Issuer May Not Sell.....14
Section 7.4 Contest of Impositions.....14

ARTICLE VIII

Section 8.1 Use of Project.....14

ARTICLE IX

Section 9.1 Assignment by Tenant.....14
Section 9.2 Release of Tenant.....15
Section 9.3 Covenant Against Other Assignments.....15
Section 9.4 Sublease by Tenant.....15

ARTICLE X

Section 10.1 Repairs and Maintenance.....15
Section 10.2 Removal, Disposition and Substitution of Furnishings or Equipment.....15

ARTICLE XI

Section 11.1 Alteration of Project.....16

ARTICLE XII

Section 12.1 Additional Facilities.....17

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations.....17
Section 13.2 Mechanics' Liens.....17
Section 13.3 Contest of Liens.....17
Section 13.4 Utilities.....17

ARTICLE XIV

Section 14.1 Indemnity.....18
Section 14.2 Liability.....18

ARTICLE XV

Section 15.1 Access to Project.....19

ARTICLE XVI

Section 16.1 Quiet Enjoyment and Possession.....19

ARTICLE XVII

Section 17.1 Option to Purchase Project. 19
Section 17.2 Quality of Title and Purchase Price. 19
Section 17.3 Closing of Purchase. 20
Section 17.4 Effect of Failure to Complete Purchase. 20
Section 17.5 Application of Condemnation Awards if Tenant Purchases Project. 20

ARTICLE XVIII

Section 18.1 Damage and Destruction. 20
Section 18.2 Condemnation. 21

ARTICLE XIX

Section 19.1 Remedies on Default. 22
Section 19.2 Survival of Obligations. 23
Section 19.3 No Remedy Exclusive. 23

ARTICLE XX

Section 20.1 Performance of Tenant's Obligations by Issuer. 23

ARTICLE XXI

Section 21.1 Surrender of Possession. 24

ARTICLE XXII

Section 22.1 Notices. 24

ARTICLE XXIII

Section 23.1 Net Lease. 24

ARTICLE XXIV

Section 24.1 Rights and Remedies. 25
Section 24.2 Waiver of Breach. 25
Section 24.3 Issuer Shall Not Unreasonably Withhold Consents and Approvals. 25

ARTICLE XXV

Section 25.1 Financial Report. 25

ARTICLE XXVI

Section 26.1 Funds Held by Issuer After Payment of Bonds. 25

ARTICLE XXVII

Section 27.1 Amendments. 26

Section 27.2 Granting of Easements. 26
Section 27.3 Security Interests 26
Section 27.4 Construction and Enforcement. 26
Section 27.5 Invalidity of Provisions of Project Lease. 27
Section 27.6 Covenants Binding on Successors and Assigns. 27
Section 27.7 Execution of Counterparts. 27
Section 27.8 Electronic Transactions 27

Executions
Acknowledgments
Appendix A
Appendix B

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of December 9, 2025, by and between the City of Sedgwick, Kansas Public Building Commission, a municipal corporation duly organized under the laws of the State of Kansas (as further defined herein, the "PBC" or "Issuer"), and the City of Sedgwick, Kansas, a city of the third class organized under the laws of the State of Kansas (as further defined herein, the "Tenant" or "City").

W I T N E S S E T H:

WHEREAS, the Issuer is a duly organized municipal corporation created by the City, pursuant to K.S.A. 12-1757 *et seq*. (the "Act"), with full lawful power and authority to enter into this Project Lease; and

WHEREAS, the Tenant is a city of the third class duly organized and existing under the constitution and laws of the State of Kansas with full lawful power and authority to enter into this Project Lease; and

WHEREAS, pursuant to the Act, the Issuer is authorized to acquire by lease certain tracts of real estate owned by the City described as:

> Lots numbered thirty-two (32), thirty-four (34), thirty-six (36), thirty-eight (38), forty (40) and forty-two (42), on the east side of Washington Avenue, in the City of Sedgwick, Harvey County, Kansas, as shown by the recorded plat thereof
>
> and
>
> Lot Thirty (30) on Washington Avenue in the City of Sedgwick, Harvey County, Kansas as established by the plat filed in Book 2, Page 61 of Plat Book Records, together with the East 16 feet of Washington Avenue reverting thereto by reason of vacation.

(the "Land"); and

WHEREAS, the Issuer has entered into a Base Lease dated December 9, 2025, whereby the City has leased the Land to the Issuer; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the Act, desires to construct, furnish and equip a building to be located on the Land for the benefit of the City's use as a fire station facility (the "Facility," and collectively with the Land, the "Project"), and has proposed and does hereby propose that it shall:

(a) Acquire a leasehold interest in the Land pursuant to the Base Lease (as hereinafter defined);

(b) Construct, furnish, and equip the Project;

(c) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(d) Issue, for the purpose of paying the foregoing costs, the Series 2025 Bonds under and pursuant to and subject to the provisions of the Act and the Bond Resolution;

WHEREAS, Tenant, pursuant to the foregoing proposals of Issuer, desires to lease the Project from Issuer, with an option to purchase, 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 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 Bond Resolution. In addition to the words, terms and phrases elsewhere defined in this Project Lease and in the Bond Resolution, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means K.S.A. 12-1757 *et seq*., as amended and supplemented from time to time.

"Additional Rent" means all Impositions, all Maintenance Costs, all amounts required to be rebated to the United States pursuant to the Bond Resolution, all Paying Agent fees and expenses, all other payments of whatever nature payable or to become payable pursuant to the Bond Resolution or which Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorney's fees) incurred by Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Bond Resolution.

"Additional Term" means the additional term of this Project Lease commencing on the last day of the Basic Term and terminating upon the payment or provision for payment of the principal of, redemption premium, if any, and interest on all Outstanding Bonds.

"Authorized Issuer Representative" means the President of the PBC, or such other person as is designated to act on behalf of the PBC as evidenced by written certificate furnished to the City and the Paying Agent, containing the specimen signature of such person. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

"Authorized Tenant Representative" means the Mayor of the City, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to PBC and the Paying Agent, containing the specimen signature of such person. 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.

"Base Lease" means the Base Lease, dated as of December 9, 2025, between the City, as lessor, and the PBC, as lessee, as from time to time supplemented and amended in accordance with the provisions thereof.

"Basic Rent" means the semiannual amount of rent due and payable hereunder which, when added to Basic Rent Credits, will be sufficient to pay, on any Bond Payment Date, all principal of, redemption premium, if any, and interest on all Bonds which is due and payable on such Bond Payment Date.

"Basic Rent Credits" means (i) all funds on deposit in the Principal and Interest Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Bond Payment Date and (ii) all payments made directly to the Paying Agent for the payment of principal of, redemption premium, if any, and interest on the Bonds as permitted by ***Section 3.1*** hereof.

"Basic Rent Payment Date" means one Business Day prior to any Bond Payment Date until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment or redemption in accordance with the provisions of the Bond Resolution.

"Basic Term" means that term commencing as of the date of this Project Lease and ending on October 1, 2046, subject to prior termination as specified in this Project Lease, but terminating 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 Bond Resolution and the City has exercised its option to purchase the Project under ***Article XVII*** hereof.

"Bond" or **"Bonds"** means the Series 2025 Bonds and any Additional Bonds authorized and issued pursuant to the Bond Resolution.

"Bond Resolution" means Resolution No. [____] of the Issuer authorizing the issuance of the Series 2025 Bonds, and any Supplemental Resolutions adopted in accordance with the provisions of the Bond Resolution.

"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 an Authorized Tenant Representative stating that (a) the Project has been completed in accordance with the plans and specifications prepared or approved by the Issuer or Tenant, as the case may be; (b) the Project has been completed in a good and workmanlike manner; (c) 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; (d) the Facility is located upon the Land; and (e) if required by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Project.

"City" means the City of Sedgwick, Kansas.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

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

"Disclosure Agreement" means the Continuing Disclosure Agreement of the PBC and the City (as may be amended from time to time) to be delivered at the time of issuance and delivery of the Bonds, relating to certain matters within the scope of the SEC Rule, in accordance with its terms.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer 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 Tenant.

"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: (a) admit in writing its inability to pay its debts as they become due; or (b) 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 (c) make an assignment for the benefit of creditors; or (d) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (e) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (f) 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 (g) 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 Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of 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 has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (1) Tenant has commenced such correction within said 30-day period, and (2) Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) An Event of Default has occurred under the Bond Resolution; or

(e) Abandonment of the Project by Tenant.

"Facility" has the meaning set forth in the recitals to this Project Lease.

"Full Insurable Value" means the full actual replacement cost less physical depreciation as determined from time to time (but not more frequently than once in every 24 months or less frequently than every five years) by an independent architect, appraiser, appraisal company or one of the insurers, selected and paid by Tenant.

"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 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.

"Land" has the meaning set forth in the recitals to this Project Lease.

"Maintenance Costs" means all costs and expenses of every kind of operating and maintaining the Project during the Term of this Project Lease.

"Net Proceeds" means 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 expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale. When used with respect to any insurance or condemnation award with respect to the Project, Net Proceeds shall mean the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

"**Notice Address**" means:

(a) With respect to the Tenant:

City of Sedgwick, Kansas
520 N. Commercial Avenue
Sedgwick, Kansas 67135
Attn: City Administrator

(b) With respect to the Issuer:

City of Sedgwick, Kansas Public Building Commission
520 N. Commercial Avenue
Sedgwick, Kansas 67135
Attn: President

"Notice Representative" means:

(a) with respect to the Tenant, the City Administrator; and

(b) with respect to the Issuer, the President thereof.

"Permitted Encumbrances" means any mortgages, liens or other encumbrances specifically described herein; easements and rights-of-way of record at the time of lease of the Land to the Issuer, and any other title exceptions not affecting marketability or the usefulness of the Project to the Tenant.

"President" means the duly appointed and/or elected President or, in the President's absence, the duly appointed Vice President or Acting President of the Issuer.

"Project" has the meaning set forth in the recitals to this Project Lease.

"Project Contracts" means those documents for acquisition and construction of the Project, referred to in ***Section 4.2*** hereof.

"Project Lease" means this Project Lease by and between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof and of the Bond Resolution.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to ***Article III*** of this Project Lease.

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

"SEC Rule" means Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Secretary" means the duly appointed and/or elected Secretary or, in the Secretary's absence, the duly appointed Deputy Secretary or Acting Secretary of the Issuer.

"Series 2025 Bonds" means the City of Sedgwick, Kansas Public Building Commission Revenue Bonds (Fire Station Project), Series 2025, dated as of the Dated Date, in the aggregate principal amount of $2,210,000*.

"Tenant" means the City, its successors and assigns.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2 Rules of Interpretation.

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

(b) Wherever in this 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.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Project Lease 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 Project Lease shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof.

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

(a) The Tenant will not make, or cause or permit to be made, any use of the Bond proceeds which would cause the Series 2025 Bonds to be "arbitrage bonds" within the meaning of the Code. The Tenant will comply with, and will take all action reasonably required to insure that the Issuer complies with, all applicable requirements of the Code until all of the Series 2025 Bonds have been paid.

(b) The Tenant has the right, power and authority pursuant to the Act to enter into this Project Lease, and to perform its obligations hereunder. This Project Lease and the Tenant's obligations under it are not subject to the limitations imposed by the Kansas Cash Basis Law, as codified in K.S.A. 10-1001 *et seq*., or the Kansas Budget Law, as codified in K.S.A. 79-2925 *et seq*., and amendments thereto.

(c) Neither the execution or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Bond Resolution, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes any provisions or conflicts with or results in a 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 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 the property or assets of the Tenant 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 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. The Tenant covenants to pay all the Rental Payments required under this Project Lease from whatever source of revenues is legally available, and will levy ad valorem taxes without limit if necessary to pay such Rental Payments.

(e) The Tenant will furnish to the Issuer prior to the issuance and delivery of each series of Bonds, all information requested by the Issuer necessary for the Issuer to comply with the Code, including any required information to complete Internal Revenue Service Form 8038-G with respect to the tax-exempt Bonds.

(f) The Tenant covenants and agrees that moneys at any time on deposit in the funds and accounts under the Bond Resolution shall be invested or reinvested in Permitted Investments in the manner and to the extent therein provided. The Tenant covenants and agrees that it will not take any action or fail to take any action, including without limitation any action with respect to the investment of the proceeds of any Bonds issued under the Bond Resolution or with respect to the payments derived under the Project Lease, which would cause the Series 2025 Bonds to become “arbitrage bonds” within the meaning of Section 148 or corresponding provisions of the Code.

(g) The Tenant will pay all required rebate amounts to the United States in accordance with Code Section 148(f) and the Tax Agreement.

(h) The Tenant hereby covenants and agrees that all of its interests under the Bond Resolution are hereby assigned to the Issuer as security for its obligation to make Rental Payments under this Project Lease.

(i) The Tenant, during the Term, will not 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 as is provided for in this Project Lease and the Bond Resolution.

(j) The Tenant hereby agrees to provide to the Issuer all information of the Tenant necessary for compliance with the provisions of the SEC Rule, as more fully set forth in the Disclosure Agreement. The Issuer, upon receipt of information from the Tenant, will disseminate said information in accordance with the SEC Rule and the Disclosure Agreement.

Section 1.4 Representations and Covenants by Issuer. Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Issuer is a municipal corporation existing under the Constitution and laws of the State. Under the provisions of the Act, Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Bond Resolution and to carry out its obligations hereunder and thereunder.

(b) Issuer will timely file (upon receipt from Tenant of all information necessary) a completed Internal Revenue Service Form 8038-G with respect to the Bonds.

(c) Issuer 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 as provided for in this Project Lease and the Bond Resolution.

(d) The Issuer, during the Term, will not 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 as is provided for in this Project Lease and the Bond Resolution.

(e) Issuer has duly authorized the execution and delivery of this Project Lease, the Base Lease, and the Bond Resolution and the issuance, execution and delivery of the Series 2025 Bonds.

(f) Issuer will not make, or cause or permit to be made, any use of the Bond proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code. Issuer will comply with, and will take all actions reasonably required to insure that the Tenant complies with, all applicable requirements of the Code until all of the Bonds have been paid.

(g) The Issuer will comply with all the limitations and requirements of the Code with respect to the Bonds.

Section 1.5 Continuing Disclosure. The parties acknowledge that the Issuer has a certain obligation to comply with the provisions of the SEC Rule, as more fully set forth in the Disclosure Agreement. The Tenant will assume these responsibilities of continuing disclosure and will provide and file the information required as set forth in the Disclosure Agreement. Upon providing for the appropriate filings, the Tenant will furnish a copy of said information to the Issuer.

ARTICLE II

Section 2.1 Granting of Leasehold. Issuer by these presents hereby rents, leases and lets unto Tenant and Tenant hereby rents, leases and hires from Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Project for the Basic Term.

Section 2.2 Termination of Project Lease. This Project Lease will terminate upon the occurrence of the following:

(a) The Tenant shall have paid to the Issuer all Rental Payments which the Tenant is obligated under this Project Lease to pay during the Basic Term and any Additional Term, and the Tenant has made arrangements which, in the opinion of the Issuer, are adequate to comply with the Issuer's obligations to pay any arbitrage rebate to the United States; or

(b) The Tenant shall exercise its option to purchase the Project in accordance with ***Article XVII*** hereof and has closed the purchase.

ARTICLE III

Section 3.1 Basic Rent. Tenant covenants and agrees to pay Basic Rent in immediately available funds, less Basic Rent Credits, on each Basic Rent Payment Date during the Basic Term. Issuer covenants to deposit such payments in the Principal and Interest Account established in the Bond Resolution and to apply the same in the manner set forth in the Bond Resolution. Notwithstanding the foregoing, in lieu of making Basic Rent payments to the Issuer, the Tenant may forward such payments on or before each Basic Rent Payment Date to the Paying Agent for the payment of principal, redemption premium, if any, and interest on the Bonds. All such payments sent to the Paying Agent shall be deemed Basic Rent Credits under this Project Lease, and shall, upon receipt by the Paying Agent, discharge *pro tanto* the liability of the Tenant to make such Basic Rent payments under this Project Lease.

Section 3.2 Additional Rent. In addition to Basic Rent, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease, or, if such payment cannot be made from legally available funds, as soon thereafter as funds can be made legally available after receipt of written notice thereof given to the Tenant by the Authorized Issuer Representative.

Section 3.3 Rent Payable Without Abatement or Setoff. Tenant covenants and agrees with and for the express benefit of Issuer and the Owners that all payments of Basic Rent and Additional Rent shall be made by Tenant as the same become due, and that 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 Project shall have been acquired, started or completed, or whether 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 Tenant, 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 Issuer's legal organization or status, or any default of Issuer hereunder, and regardless of the invalidity of any action of Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease. Nothing in this Project Lease shall be construed as a waiver by Tenant of any rights or claims Tenant may have against Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from Issuer separately, it being the intent of this Project Lease that 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 Owners, and to include amounts in its annual budget sufficient to make such payments. The Tenant hereby acknowledges that this Project Lease is not subject to termination for failure in any Fiscal Year to appropriate sufficient funds to make any such payments.

Section 3.4 Prepayment of Basic Rent. The Tenant may, at any time, prepay all or any part of the Rental Payments, which prepayment shall be accompanied by an explanatory written statement of the Authorized Tenant Representative and written instructions as to application of the prepayment towards the early redemption of Bonds.

Section 3.5 Deposit of Rental Payments. The Issuer shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Bond Resolution.

ARTICLE IV

Section 4.1 Disposition of Series 2025 Bond Proceeds; Project Fund. The proceeds of the Series 2025 Bonds shall be deposited in the Funds and Accounts and shall be applied in the manner set forth in the Bond Resolution and this Article, without further order or authorization.

Section 4.2 Project Contracts. It is recognized by the parties hereto that prior to the execution hereof the Tenant or the Issuer has entered into a contract or contracts with respect to the design, acquisition and/or construction of the Project, and that the Issuer shall enter into future contracts with respect to the design, acquisition and/or construction of the Project. Said contracts are hereinafter referred to as the "Project Contracts." Prior to the execution hereof, certain work has been or may have been performed on the Project pursuant to said Project Contracts. The Tenant hereby conveys to the Issuer all of Tenant's interest in the Project Contracts, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, 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 Tenant covenants to cause the Project or improvements constituting part thereof to be acquired, constructed and installed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Project or improvements constituting part thereof in accordance with said Project Contracts will result in the Project being suitable for use by the Tenant as a fire station facility. Any and all amounts received by Issuer or 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.

Section 4.3 Payment of Project Costs.

(a) The Issuer hereby agrees to pay for a portion of the construction of the Project, but solely from the Project Fund, and hereby authorizes payment for the same, but solely from the Project Fund.

(b) The Issuer agrees to cause acquisition and construction of the Project to be diligently and continuously prosecuted and to be completed with reasonable dispatch substantially in accordance with the Project Contracts.

(c) In the event the moneys on deposit in the Project Fund, together with other funds, if any, made available for the Project Costs relating to the Project, are at any time insufficient to pay for the completion of the Project, the Tenant agrees to pay or cause to be paid the amount of such deficiency, from other lawfully available funds, for deposit in the Project Fund.

(d) The Issuer shall disburse moneys on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for, Project Costs relating to the Project, upon receipt of a certificate signed by the Authorized Tenant Representative in the form set forth by ***Appendix A*** hereto which is incorporated herein by reference.

Section 4.4 Changes or Amendments to Project Contracts. The Tenant may make, authorize or permit such changes or amendments to the Project Contracts as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment may be made to the

Project Contracts that would cause a material change in the cost, scope, nature, or function of the Project, unless the Tenant shall file with the Issuer a certificate of the Authorized Issuer Representative and the Authorized Tenant Representative, to the effect that the Project will, after such change or amendment, continue to comply with the Act, and such change or amendment will not result in the Project being used for any purpose prohibited by this Project Lease or otherwise result in the Tenant failing to comply with any provisions of this Project Lease, or materially adversely affect the Basic Rent available for payment of principal of, premium, if any, and interest on the Bonds, or violate or conflict with the terms of any applicable approvals of the Tenant.

Section 4.5 Completion of Project. Issuer covenants and agrees to proceed diligently to complete the Project on or before the Completion Date. Upon completion of the Project, Issuer shall cause the Authorized Tenant Representative to deliver a Certificate of Completion signed by the Authorized Tenant Representative in the form attached hereto as ***Appendix B***. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred to the Principal and Interest Account on the Completion Date and shall be applied in accordance with the provisions of the Bond Resolution.

Section 4.6 Right of Entry by Issuer. The duly authorized agents of Issuer shall have the right at any reasonable time prior to the completion of the Project to have access to the Project or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction thereof.

Section 4.7 Furnishings and Equipment Purchased by Tenant. If no part of the purchase price of an item of personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property shall not be deemed a part of the Project.

Section 4.8 Project Property of Issuer. All buildings, improvements and work constituting a part of the Facility, all work and materials on the Facility as such work progresses, and the Facility as fully completed and equipped, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Facility, and the Facility as repaired, rebuilt, rearranged, restored or replaced by Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of Issuer, subject to the Base Lease.

Section 4.9 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 and other applicable laws, sales of tangible personal property or services purchased directly by Issuer in connection with construction of the Facility are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act.

ARTICLE V

Section 5.1 Environmental Covenants. Tenant acknowledges that is it responsible for maintaining the Project in compliance with all applicable Environmental Laws. In the event that Tenant does not expeditiously proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, Issuer, immediately after notice to Tenant, may elect (but may not be required) to undertake such compliance. Any moneys expended by Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder, subject to the availability of

appropriated funds, with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred.

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

ARTICLE VI

Section 6.1 Insurance as a Condition to Disbursement. As a condition precedent to disbursement of funds from the Project Fund pursuant to ***Article V*** hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering 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 Tenant shall be named as insured and Issuer shall be additional named insureds, as their interests in the Project shall 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 must provide that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to Issuer and Tenant, such insurance to be maintained throughout the Term of this Project Lease; and

(b) Workers' Compensation Insurance (or self-insurance complying with the workers' compensation laws of the State); and

(c) Insurance insuring the Project while under construction against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of the Project. Such insurance coverage shall name Tenant as insured and Issuer as additional insureds, as their respective interests appear, and all Net Proceeds received under such policy or policies by Issuer or Tenant shall be applied as set forth in ***Article XVIII*** hereof; and

(d) With regard to new buildings and improvements constituting a part of the Project and constructed by general contractors other than Tenant, performance and labor and material payment bonds and statutory bonds (with sureties approved by the Issuer) with respect to the Project Contracts in the full amount of the Project Contracts. Said bonds shall name Issuer and the Tenant as obligee. All payments received by Issuer and Tenant under said bonds shall become a part of and be deposited in the Project Fund. With regard to materials and/or labor furnished to the Project at the order of Tenant without formal contract, or by subcontract with Tenant acting as general contractor, with respect to materials or labor which could form the basis of a statutory mechanic's lien, if the amount of the transaction does not exceed $10,000; the payments therefor may be disbursed upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

Section 6.2 Insurance After Completion. Tenant shall and covenants and agrees that it will, prior to or simultaneously with the expiration of the insurance provided for in the preceding section and throughout the Basic Term at its sole cost and expense, keep the Project continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to ***Section 6.1(a)***.

Section 6.3 General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies or within 30 days of renewal, originals or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Issuer, shall be delivered by Tenant to Issuer. All policies of such insurance and all renewals thereof shall name Tenant as insured and Issuer as additional named insureds, must contain a provision that such insurance may not be cancelled or amended by the issuer thereof without at least thirty (30) days' written notice to Issuer and Tenant and shall be payable to the Issuer and Tenant as their respective interests appear. Issuer and Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment, as long as such payment is required by this Project Lease.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein except that Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority to the extent required by law, and with the consent of the Issuer, which consent will not be unreasonably withheld.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Issuer continuously during the term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Issuer.

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

(f) Anything in this Project Lease to the contrary notwithstanding, subject to the limitations of the Kansas Tort Claims Act, Tenant shall be liable to Issuer pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of Tenant, its agents, licensees, contractors, invitees or employees.

ARTICLE VII

Section 7.1 Impositions. 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, 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 Tenant exercises its right to contest any Impositions in accordance with ***Section 7.4*** hereof, Tenant shall, within 30 days after the last day for payment, without penalty or interest, of an Imposition which Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to Issuer a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3 Issuer May Not Sell. Issuer covenants that, unless Tenant is in default under this Project Lease it will not, without Tenant's written consent, unless required by law, sell or otherwise part with or encumber its fee or other ownership interest in the Project at any time during the Term of this Project Lease.

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

ARTICLE VIII

Section 8.1 Use of Project. Subject to the provisions of this Project Lease, Tenant shall have the right to use the Project for its lawful governmental purposes as contemplated by the Constitution of the State, the Act and all applicable provisions of the Code. Tenant shall comply 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. 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. 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 Tenant to comply with the provisions of this Article.

ARTICLE IX

Section 9.1 Assignment by Tenant. Tenant may not assign its interest in this Project Lease without the prior written consent of Issuer. Any such assignment must be to an entity authorized to be a

Tenant in accordance with the Act and such assignment shall not affect the tax-exempt status of the Bonds. In the event of any such assignment, 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 Issuer and any such assignee shall relieve Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

Section 9.2 Release of Tenant. If, in connection with an assignment by Tenant of its interest in this Project Lease, (l) the Issuer and the Owners of ninety percent (90%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Issuer their prior written consent to such assignment, and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of Tenant under this Project Lease; then Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.3 Covenant Against Other Assignments. 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 herein set forth.

Section 9.4 Sublease by Tenant. Tenant may not sublease the Project to a single party or entity, without the prior written consent of Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without Issuer's prior consent or approval provided such sublease does not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. Any such subtenant must be an entity permitted to be a Tenant under the provisions of the Act. In the event of any such subleasing, Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between Issuer and any such subtenant shall relieve 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.

ARTICLE X

Section 10.1 Repairs and Maintenance. Tenant covenants and agrees that it will, during the Term of this Project Lease, keep and maintain the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the furnishings, equipment and personal property constituting a part of the Project in good mechanical and working order, and that during said period of time it will keep the Project and all parts thereof free from nuisance or conditions unreasonably increasing the danger of fire.

Section 10.2 Removal, Disposition and Substitution of Furnishings or Equipment. Tenant shall have the right, provided Tenant is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any furnishings or equipment which constitutes a part of the Project and which are no longer used by Tenant or, in the opinion of Tenant, are no longer suitable for use by Tenant in its operations (whether by reason of obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) Prior to any such removal, Tenant shall deliver to the Issuer a certificate signed by the Authorized Tenant Representative (i) containing a complete description, including the make, model and serial numbers, if any, of any furnishings or equipment constituting a part of the Project which it proposes to remove, (ii) stating the reason for such removal, (iii) stating what disposition, if any, of the furnishings or equipment is to be made by Tenant after such removal and the names of the party or parties to whom such disposition is to be made and the consideration to be received by Tenant therefor, if any, and (iv)

setting forth the original cost and the current fair market value of such furnishings or equipment; provided, however, that in no event shall the value be less than the consideration to be received by Tenant upon the disposition.

(b) Prior to any such removal, Tenant shall pay the current fair market value of such furnishings or equipment as set forth in said certificate to the Issuer and the Issuer shall deposit such amount in the Principal and Interest Account.

(c) Tenant may remove or sell furnishings and equipment constituting a part of the Project without first complying with the provisions of subparagraph (b) above; provided, however, that Tenant shall promptly replace any such furnishings or equipment so removed with furnishings or equipment of the same or a different kind but which are capable of performing the same function, efficiently, as the furnishings or equipment so removed, and the furnishings or equipment so acquired by Tenant to replace such furnishings or equipment shall be deemed a part of the Project. Within thirty (30) days after any such replacement by Tenant, Tenant shall deliver to the Trustee a certificate of the Authorized Tenant Representative setting forth a complete description, including make, model and serial numbers, if any, of the furnishings or equipment which Tenant has acquired to replace the furnishings or equipment so removed by Tenant, the cost thereof and that said furnishings or equipment have been installed.

All furnishings or equipment constituting a part of the Project and removed by Tenant pursuant to this Section (c) shall become the absolute property of Tenant and may be sold or otherwise disposed of by Tenant without accounting to Issuer with respect thereto. In all cases, Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. Tenant's rights under this Article to remove furnishings or equipment constituting a part of the Project is intended only to permit Tenant to maintain an efficient operation by the removal of such furnishings or equipment no longer suitable to 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 furnishings or equipment by Tenant.

ARTICLE XI

Section 11.1 Alteration of Project. Tenant shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as Tenant from time to time may deem necessary or advisable; provided, however, Tenant shall not make any major change or alteration which will adversely affect the intended use or structural strength of any part of the Project. All additions, changes and alterations made by Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and regulations applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of furnishings, equipment and/or personal property of Tenant, not purchased or acquired from funds deposited with the Issuer hereunder and not constituting a part of the Project shall remain the separate property of Tenant and may be removed by Tenant prior to termination of this Project Lease; provided further, however, that all such additional furnishings, equipment and/or personal property which remain in the Project 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 Issuer.

ARTICLE XII

Section 12.1 Additional Facilities. Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Facility, or in airspace above the Project, such additional buildings and improvements as Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by Tenant pursuant to the authority of this Article shall, during the Term, remain the property of Tenant and may be added to, altered or razed and removed by Tenant at any time during the Term hereof. 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, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by 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 Issuer.

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations. 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 applicable governmental permits and authorizations shall have first been procured. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, resolutions, 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 Mechanics' Liens. Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien.

Section 13.3 Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanics', or other similar lien if within a 30 day period it (i) notifies the Issuer in writing of its intention so to do; (ii) diligently pursues 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 (iii) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures a recorded release or satisfaction thereof.

Section 13.4 Utilities. All utilities and utility services used in, on or about the Project shall be contracted for by Tenant in Tenant's own name and Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Utility costs shall be included in Maintenance Costs as defined herein.

ARTICLE XIV

Section 14.1 Indemnity. Subject to the provisions of K.S.A. 75-6101 *et seq*. (the Kansas Tort Claims Act) and other applicable law, the Tenant covenants and agrees, at its expense, to pay, and to indemnify and save the Issuer and all agents, members, directors, officers and employees thereof harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the acquisition, construction, equipping, occupation, use, operation, maintenance, possession, conduct or management of, or from any work done in or about the Project, or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, or regulations affecting the Project or the occupancy or use thereof. Subject to the provisions of K.S.A. 75-6101 *et seq.* and other applicable law, the Tenant also covenants and agrees, at its expense, to pay and to indemnify and save the Issuer and all agents, members, directors, officers and employees thereof harmless against and from, any and all claims arising from (i) any condition of the Project and the adjoining sidewalks and passageways, (ii) any breach or default on the part of such the Tenant in the performance of any covenant or agreement to be performed by such the Tenant pursuant to this Project Lease, (iii) any act or negligence of the Tenant or, any of its agents, contractors, servants, employees or licensees in connection with their use, occupancy or operation of the Project, or (iv) any accident, injury or damage whatsoever caused to any person, firm or corporation, in or about the Project or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this section. In the event that any action or proceeding is brought against the Issuer or any agent, member, director, officer or employee thereof by reason of any such claim, the Tenant, upon notice from the Issuer, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the Issuer.

Notwithstanding the fact that it is the intention of the parties that the Issuer and all agents, members, directors, officers and employees thereof shall not incur any pecuniary liability whatsoever by reason of the terms of this Project Lease, or the undertakings required of the Issuer hereunder or any agent, member, director, officer or employee thereof, by reason of the issuance of Bonds, by reason of the execution or authorization of any documents or certification in connection with the Bonds including, but not limited to, the Resolution, this Project Lease, or any preliminary or final official statement, by reason of the performance, or nonperformance, of any act required of it by this Project Lease or the Resolution, or by reason of the performance, or nonperformance, of any act requested of it by the Tenant, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer or any agent, member, employee, officer or director thereof should incur any such pecuniary liability then in such event the Tenant, subject to the provisions of K.S.A. 75-6101 *et seq.* and other applicable law, shall indemnify and hold harmless the Issuer and all agents, members, directors, officers and employees thereof, against all claims, fees, including attorney fees, and expenses by or on behalf of any person, firm, corporation, or governmental authority, arising out of the same, and all costs, fees and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Tenant shall defend and hold harmless the Issuer in any such action or proceeding. This section shall survive the termination of this Project Lease for any claim, proceeding or action arising from any event or omission occurring during the Term and after the termination, due to an Event of Default, for any period the Tenant or assignee occupies the Project.

Section 14.2 Liability. Subject to ***Article IV*** hereof, the provisions of K.S.A. 75-6101 *et seq.* and other applicable law, the Tenant hereby accepts all responsibility relating to the operation, maintenance and repair of the Project during the Project Lease Term and agrees that the Issuer shall not have any liability therefor.

ARTICLE XV

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

ARTICLE XVI

Section 16.1 Quiet Enjoyment and Possession. So long as no Event of Default has happened and is continuing under this Project Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Project.

ARTICLE XVII

Section 17.1 Option to Purchase Project. Subject to the provisions of this Article, Tenant shall have the option to purchase the Project at any time during the Term hereof and 120 days thereafter. Tenant shall exercise its option by giving Issuer written notice of Tenant's election to exercise its option specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given.

Section 17.2 Quality of Title and Purchase Price. If notice of election to purchase is given, Issuer shall sell and convey its interests in and to the Project to Tenant on the Closing Date free and clear of all liens and encumbrances except (1) those to which the title was subject on the date of execution of this Project Lease, or to which title became subject with Tenant's written consent, or which resulted from any failure of Tenant to perform any of its covenants or obligations under this Project Lease, (2) taxes and assessments, general and special, if any, and (3) 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 the price and sum as follows (which Tenant shall pay in cash at the time of delivery of Issuer's deed or other instrument or instruments of transfer to the Project to Tenant as hereinafter provided):

(a) The full amount which is required to provide Issuer with funds sufficient, in accordance with the provisions of the Bond Resolution, to pay at maturity or to redeem and pay in full (i) the principal and redemption premium, if any, of all of the Outstanding Bonds, (ii) all interest due thereon to date of maturity or redemption, whichever first occurs, and (iii) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full,

(b) unless the Bonds have been paid at maturity, irrevocable instructions to redeem the Outstanding Bonds at the next Redemption Date, plus

(c) $l00.00.

Nothing in this Article shall release or discharge 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 Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by Tenant prior to the Closing Date. Funds received by the Issuer to pay or redeem Bonds pursuant to this section shall be deposited in the Principal and Interest Account or deposited in accordance with ***Section 601*** of the Bond Resolution.

Section 17.3 Closing of Purchase. On the Closing Date Issuer shall deliver to Tenant its quit claim deed or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying the Project to Tenant free and clear of all liens and encumbrances of the Issuer or the Owners, Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in ***Section 17.2(a)*** shall be deposited in the Principal and Interest Account and Issuer shall use the same to pay or redeem the Bonds and the interest thereon as provided in the Bond Resolution, and (b) the amount specified in ***Section 17.2(c)*** shall be paid to Issuer; provided, however, nothing herein shall require Issuer to deliver its said quit claim deed or other appropriate instrument or instruments of assignment or conveyance to Tenant until after all duties and obligations of Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to Tenant of Issuer's said quit claim deed or other appropriate instrument or instruments of assignment or conveyance and payment of the purchase price by Tenant, all rights of Tenant under this Project Lease shall, *ipso facto*, terminate.

Section 17.4 Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by Tenant pursuant to valid notice of election to purchase given as aforesaid is not effected on the Closing 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, except that if such purchase is not effected on the Closing Date because Issuer does not have or is unable to convey to Tenant such title to the Project as Tenant is required to accept, the Issuer shall use its best efforts to cure any such defect in its title. In the event the Issuer is unable to cure such defect in its title, Tenant shall have the right to cancel this Project Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. Tenant shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain its own name or in the name of the Issuer, to obtain acceptable title to the Project.

Section 17.5 Application of Condemnation Awards if Tenant Purchases Project. The right of 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 Tenant shall exercise its said option and pay the purchase price as provided in this Article, all of the condemnation awards received by Issuer after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by Issuer in connection with such condemnation, shall belong and be paid to Tenant.

ARTICLE XVIII

Section 18.1 Damage and Destruction.

(a) If, during the Term, the Project is damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer 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 forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project 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 deposited into the Principal and Interest Account and used to pay principal of the Bonds.

(c) If the Tenant shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of 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 Principal and Interest Account. 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 Project during any period in which the Project is damaged or destroyed, or is being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

(e) Anything in this Article to the contrary notwithstanding, the Issuer 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 or destruction of the Project to Tenant or any third party if an Event of Default has occurred and is continuing, or Issuer has given notice to Tenant of an Event of Default which, with the passage of time, will become an Event of Default. In the event Tenant shall cure an Event of Default specified herein, the Issuer may make payments from the Net Proceeds to Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or Issuer otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Issuer shall pay all the Net Proceeds held by it into the Principal and Interest Account and all rights of the Tenant in and to such Net Proceeds shall cease.

Section 18.2 Condemnation.

(a) If during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Tenant shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings 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 deposited into the Principal and Interest Account.

(c) If the Tenant shall 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 Principal and Interest Account. 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 Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations hereunder except as expressly provided in this Section.

(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. 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.

ARTICLE XIX

Section 19.1 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Tenant, the Issuer may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Project Lease by the Tenant to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant; and when received the Issuer will utilize such amounts to provide for payment or redemption of the Outstanding Bonds in accordance with the Bond Resolution;

(b) Give Tenant written notice of its intention to terminate this Project Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date so specified, Tenant's rights to possession of the Project shall cease, and this Project Lease shall thereupon be terminated, and Issuer may re-enter and take possession of the Project and proceed to sell its interest in the Project; or

(c) Without terminating the Term hereof, or this Project Lease, conduct inspections or an Environmental Assessment of the Project, and re-enter the Project or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Project Lease. 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.

Having elected to re-enter or take possession of the Project without terminating the Term or this Project Lease, the Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, and no such re-entry or taking of possession shall relieve 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. 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.

Having elected to re-enter or take possession of the Project pursuant to subsection (c) hereunder, Issuer may (subject, however, to any restrictions against termination of this Project Lease in the Bond Resolution), by notice to Tenant given at any time thereafter while 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 (b) hereunder and thereafter proceed to relet or sell its interest in the Project.

If, in accordance with any of the foregoing provisions of this Article, Issuer shall have the right to elect to re-enter and take possession of the Project, Issuer may enter and expel Tenant and those claiming through or under 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 covenant.

Net proceeds of any reletting or sale of the Project shall be deposited in the Principal and Interest Account. "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.

Section 19.2 Survival of Obligations. Tenant covenants and agrees with Issuer and the Owners that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof in accordance with the Bond Resolution, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease, for any cause, and that Tenant shall continue to be obligated to pay Basic Rent and Additional Rent and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease.

Section 19.3 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 Bond Resolution. 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 XX

Section 20.1 Performance of Tenant's Obligations by Issuer. If Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then Issuer may (but shall not be obligated to do so) upon the continuance of such failure on Tenant's part for ninety (90) days after notice of such failure is given Tenant by Issuer and without waiving or releasing Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and Tenant shall reimburse Issuer for all sums so paid by Issuer and all necessary or incidental costs and expenses incurred by Issuer in performing such obligations through payment of Additional Rent. If such

Additional Rent is not so paid by Tenant within ten (l0) days of demand, Issuer shall have the same rights and remedies provided for in ***Article XIX*** in the case of an Event of Default by Tenant in the payment of Basic Rent.

ARTICLE XXI

Section 21.1 Surrender of Possession. Upon accrual of Issuer's right of re-entry as the result of an Event of Default by the Tenant hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of Tenant's purchase of the Project), Tenant shall peacefully surrender possession of the Project to Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, Tenant shall have the right, prior to or within 120 days after the termination of this Project Lease, to remove from or about the Project the buildings, improvements, furnishings, equipment, personal property, furniture and fixtures which 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 Tenant. All buildings, improvements, furnishings, equipment, personal property, furniture and fixtures owned by Tenant and which are not so removed from or about the Project prior to or within 120 days after such termination of this Project Lease shall become the separate and absolute property of Issuer.

ARTICLE XXII

Section 22.1 Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Project Lease shall be in writing and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via telefax, with electronic or telephonic confirmation of receipt, or (c) communicated via electronic mail with electronic or telephonic confirmation of receipt to the Notice Representative at the Notice Address. The Issuer and the Tenant may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent. All notices given by: (1) certified or registered mail shall be deemed duly given as of the date they are so mailed; (b) telefax or electronic mail shall be deemed duly given as of the date of confirmation of receipt. 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 other party shall constitute a sufficient notice.

ARTICLE XXIII

Section 23.1 Net Lease. The parties hereto agree (a) that this Project Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide Issuer with funds adequate in amount to pay all principal and redemption premium, if any, of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide Issuer with funds sufficient for the purposes aforesaid, 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.

ARTICLE XXIV

Section 24.1 Rights and Remedies. The rights and remedies reserved by Issuer and 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. Issuer and 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 24.2 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 non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 24.3 Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Project Lease it is provided that Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, Issuer shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXV

Section 25.1 Financial Report. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Resolution, the Tenant shall furnish or cause to be furnished to the Issuer, upon request, as soon as practicable after the end of each fiscal year, duplicate copies of the audited financial statements of the Tenant. Such audited financial statements shall set forth in comparative form the figures for the previous fiscal year and shall be prepared on a basis of accounting other than GAAP which demonstrates compliance with the State's "cash-basis" and "budget" laws (except for any change in accounting principles with which the preparing certified public accountants concur) and the examination of such accountants in connection with such financial statements shall be made in accordance with generally accepted auditing standards, and accordingly include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

ARTICLE XXVI

Section 26.1 Funds Held by Issuer After Payment of Bonds. If, after the principal and redemption premium, if any, of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the Issuer holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Bond Resolution and after payment therefrom to Issuer of any sums of money then due and owing by Tenant under the terms of this Project Lease, be the absolute property of and be paid over forthwith to Tenant.

ARTICLE XXVII

Section 27.1 Amendments. This Project Lease may be amended, changed or modified 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 Issuer and Tenant and consented to in writing by the Owners of l00% of the aggregate principal amount of the Bonds then Outstanding; and

(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 Issuer and Tenant and consented to in writing by the Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding;

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by Issuer and Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, Issuer and Tenant shall furnish the Original Purchasers of the Bonds with a copy of the amendment, change or modification proposed to be made.

Section 27.2 Granting of Easements. If no Event of Default under this Project Lease shall have happened and be continuing, 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 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 Tenant shall determine, and 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 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 Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of 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. 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 Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Tenant, but, in the event of the termination of this Project Lease because of Default of Tenant, all rights then existing of Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by Issuer.

Section 27.3 Security Interests. Issuer and Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of Issuer in and to the Project. The Issuer shall file or cause to be filed all such instruments required to be so filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Section 27.4 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 Bond Resolution. 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 27.5 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 27.6 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 27.7 Execution of Counterparts. 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 and the same instrument.

Section 27.8 Electronic Transactions. To the extent permitted by law, the transaction described herein may be conducted and related documents may be stored by electronic means, and 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 parties hereto have caused this Project Lease to be signed and delivered by duly authorized officials as of the day and year first above written.

CITY OF SEDGWICK, KANSAS

(SEAL)

ATTEST:

_____
Mayor

_____
Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF HARVEY)

This instrument was acknowledged before me on _____, 2025, by Bryan Chapman, Mayor, and Shelia Agee, Clerk, of the City of Sedgwick, Kansas, a city of the third class duly organized and existing under the constitution and laws of the State of Kansas.

(Seal)

_____
Notary Public

My Commission Expires: _____

CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION

(SEAL)

_____
President

ATTEST:

_____
Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF HARVEY)

This instrument was acknowledged before me on _____, 2025, by Bryan Chapman, President and Shelia Agee, Secretary, of the City of Sedgwick, Kansas Public Building Commission, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

_____
Notary Public

My Commission Expires: _____

APPENDIX A

Form of Certificate for Payment of Project Costs

CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION
Project Fund
(Fire Station Project)
(Payment Order No. _____)

To: City of Sedgwick, Kansas Public Building Commission

Authorization is hereby given by the undersigned, the Authorized Tenant Representative, acting on behalf of the City of Sedgwick, Kansas (the "Tenant") to disburse funds held in the above mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the 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 furnishings, 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, furnishings 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 is no outstanding indebtedness which is now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of furnishings, 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 Project or any part thereof.

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

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 9, 2025, by and between the City of Sedgwick, Kansas Public Building Commission, as Issuer, and the Tenant were, on the date of said Project Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said 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.

EXECUTED this ____ day of _____, 20___.

_____
Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS

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

Payee Name	Payee Address	Purpose of Nature of Payment	Amount

_____
Initials

EXHIBIT B - Payment Order No. _____

PAYMENT SCHEDULE
FOR FURNISHINGS AND EQUIPMENT

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

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

_____
Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for the City of Sedgwick, Kansas (the "Tenant"), as tenant under a certain Project Lease dated as of December 9, 2025, between City of Sedgwick, Kansas Public Building Commission (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Revenue Bonds (Fire Station Project), Series 2025 issued pursuant to a certain Resolution adopted by the Issuer on November 19, 2025 (the "Resolution"), hereby certifies:

1. The Project (as defined in the Resolution) and all improvements constituting a part thereof have been acquired and completed in accordance with the plans and specifications prepared at the Tenant's direction.

2. The Project and improvements constituting a part thereof have been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Project; all bills for labor and materials furnished for the Project and improvements constituting a part thereof which could form the basis of a mechanic's, materialmen's or other statutory lien against the Project 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 constituting part of the Project are located or installed on the Project.

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 Issuer should be transferred to the Principal and Interest Account being held by the Issuer under the Resolution, 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.

_____
By: Authorized Tenant Representative

STATE OF KANSAS)
) SS:
COUNTY OF HARVEY)

Subscribed and sworn to or affirmed before me, a notary public, this ___ day of _____, _____.

_____
Notary Public

My Appointment Expires:

_____

City of Sedgwick
Public Building Commission Meeting
October 15, 2025

TO: **City of Sedgwick, Kansas PBC**

SUBJECT: **Resolution 10152025PBC**

INITIATED BY: **Administration**

AGENDA: **New Business**

Background: The City Council has requested that the City of Sedgwick, Kansas Public Building Commission move forward with the bonding process for the Station #31 Project. The resolution before you tonight authorizes the offering for sale of the City of Sedgwick, Kansas Public Commission Revenue Bonds, Series 2025 (Fire Station Project).

Analysis: The PBC is created in accordance with state statue to allow for the municipality to flexibility in financing and alleviate issues of statutory debt service limitations; providing for increased bonding ability for the municipality on future projects. If approved, the PBC will be authorized to offer Revenue Bonds, Series 2025 (Fire Station Project) in an amount not to exceed $2,750,000.

Recommended Action: It is recommended that PBC approve Resolution No. 10152025PBC

Attachments: None

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION
HELD ON OCTOBER 15, 2025**

The City of Sedgwick, Kansas Public Building Commission (the "PBC") met in the City of Sedgwick City Council chambers. The following members of the PBC were present:

Absent:

The following members of the PBC were absent:

The President declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The matter of authorizing the sale of City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 came on for consideration and was discussed.

Member _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF THE CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION REVENUE BONDS, SERIES 2025 (FIRE STATION PROJECT).

Member _____ seconded the motion to adopt the Resolution. The Resolution was read and considered, and the question of adoption was put to a vote as follows:

Aye: _____

Nay: _____

The President declared the Resolution duly adopted and the Secretary designated the same Resolution No. _____.

* * * * * * * * * * * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City of Sedgwick, Kansas Public Building Commission held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

_____
Secretary

RESOLUTION NO. 10152025PBC

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF THE CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION REVENUE BONDS, SERIES 2025 (FIRE STATION PROJECT).

WHEREAS, under the authority of K.S.A. 12-1757 *et seq*. (collectively, the "Act"), the City of Sedgwick, Kansas Public Building Commission, a municipal corporation of the State of Kansas (the "PBC"), has heretofore been created by action duly taken by the governing body of the City of Sedgwick, Kansas (the "City"); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds in one or more series to provide funds for the purpose of paying all or a portion of the costs of public buildings and facilities projects; and

WHEREAS, the governing body of the City has identified the need for certain fire station facility improvements in the City, including the need to acquire a site, if necessary, and construct, furnish and equip a new fire station facility and all improvements related thereto, at the estimated cost of $2,750,000 (the constructed improvements and the real estate thereunder collectively referred to as the "Project"); and

WHEREAS, the governing body of the City has requested that the PBC provide financing for the Project in an amount not to exceed $2,750,000; and

WHEREAS, at the request of the City, the PBC has previously adopted Resolution No. 08202025B declaring an intent to issue revenue bonds in an amount not-to-exceed $2,750,000 to finance all or a portion of the costs of the Project, which revenue bonds will be payable from revenues generated to the PBC pursuant to a lease of the Project to the City, as tenant; and

WHEREAS, the PBC hereby selects the firm of hereby selects the firm of Ranson Financial Group LLC (the "Municipal Advisor"), as municipal advisor for one or more series of PBC revenue bonds to be issued in order to provide funds to permanently finance all or a portion of the Project; and

WHEREAS, the PBC desires to authorize the Municipal Advisor to proceed with the offering for sale of said PBC revenue bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the PBC is to prepare and distribute a preliminary official statement relating to the PBC revenue bonds; and

WHEREAS, the PBC desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer's bond counsel ("Bond Counsel"), in conjunction with the City to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell PBC revenue bonds.

BE IT RESOLVED BY THE CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project) (the "Bonds"). The City Administrator, other officials of the PBC and the City, the Municipal Advisor, and Bond Counsel are hereby authorized to cause to be prepared a Notice of Bond Sale, which is hereby approved in substantially the form presented to the PBC this date (the "Notice of Bond Sale"). All proposals for the purchase of the

Bonds shall be delivered to the PBC at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the PBC shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The PBC, in conjunction with City administration, the Municipal Advisor and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"), and such officials and other representatives of the PBC are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The PBC, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the President is hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as ***Exhibit A***, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the PBC's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The PBC agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The President, Secretary, and the other officers and representatives of the PBC, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City of Sedgwick, Kansas Public Building Commission on October 15, 2025.

(Seal)

_____
President

ATTEST:

_____
Secretary

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 10152025PBC of the City of Sedgwick, Kansas Public Building Commission adopted on October 15, 2025 as the same appears of record in my office.

DATED: October 15, 2025.

_____
Secretary

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

_____, 2025

Re: $2,210,000* City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project)

The undersigned is the duly acting President of the City of Sedgwick, Kansas Public Building Commission (the "PBC"), and is authorized to deliver this Certificate to the purchaser (the "Purchaser") of the above-referenced bonds (the "Bonds") on behalf of the PBC. The PBC has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the PBC hereby deems the information regarding the PBC contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION

By: _____
Title: President

NOTICE OF BOND SALE

$2,210,000*
CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION
REVENUE BONDS, SERIES 2025
(FIRE STATION PROJECT)

Bids. Email and electronic (as explained below) bids for the purchase of the above-referenced bonds (the "Bonds") of the City of Sedgwick, Kansas Public Building Commission (the "Issuer") herein described will be received on behalf of the Issuer by the Municipal Advisor at the address hereinafter set forth in the case of email bids, and via PARITY® in the case of electronic bids, until 11:00 a.m. applicable Central Time (the "Submittal Hour"), on

NOVEMBER 19, 2025

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the "Successful Bidder") will be acted upon by the Issuer at its meeting to be held at 6:30 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"). The Bonds will be dated December 9, 2025 (the "Dated Date"), and will become due in principal installments on October 1 in the years as follows:

Year	Principal Amount*	Year	Principal Amount*
2027	$ 80,000	2037	$105,000
2028	80,000	2038	110,000
2029	80,000	2039	115,000
2030	85,000	2040	120,000
2031	90,000	2041	125,000
2032	90,000	2042	135,000
2033	95,000	2043	140,000
2034	95,000	2044	145,000
2035	100,000	2045	155,000
2036	105,000	2046	160,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on April 1 and October 1 in each year, beginning on April 1, 2026 (the "Interest Payment Dates").

***Adjustment of Issue Size**. The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone electronic, or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central

Time, on the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date") (a) mailed by the Paying Agent to the address of such Registered Owner as 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 Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, upon instructions from the City of Sedgwick, Kansas (the "City"), the Bonds maturing on October 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to maturity on October 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Extraordinary Optional Redemption. The Bonds shall be subject to redemption and payment prior to the stated maturity thereof by the Issuer, at the option of the City, as a whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, substantially all of the Project is condemned by any authority having the power of eminent domain;

(2) if title to substantially all of the Project is found to be deficient or nonexistent to the extent that the efficient utilization of the Project is impaired;

(3) if substantially all of the Project is damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City or the Issuer.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, any provider of municipal bond insurance, and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 12-1757 *et seq*. (the "Act"), for the purpose of paying the costs to construct, furnish and equip a fire station facility and all improvements related thereto (collectively the "Improvements," and together with the real property upon the Improvements are located, the "Project"). The Issuer and the City will enter into a Lease Agreement, dated as of the Dated Date (the "Lease"), wherein the Issuer will lease the Project to the City for lease payments sufficient to provide funds to the Issuer to pay the Debt Service Requirements on the Bonds. The

term of the Lease will be co-terminus with the final maturity of the Bonds. The City will operate the Project and upon retirement of the Bonds, the Lease will terminate and title to the Project will be in the City.

The Bonds shall not be or constitute a debt or general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer or the City, within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Pursuant to the Act, the obligations of the City for rentals payable under the Lease for their entire respective terms are specifically exempted from the provisions of the Kansas cash basis and budget laws and are not subject to annual appropriation, early cancellation or termination.

The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the rental payments, additional payments and other payments, revenues and receipts derived by the Issuer under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof, and proceeds from insurance and condemnation awards and, under certain circumstances, proceeds of a bond insurance policy, if any), and are secured by a pledge and assignment of the Pledged Property established pursuant to the Bond Resolution. The Bonds and the interest thereon shall not constitute a debt or liability of the Issuer, the City or of the State of Kansas or of any political subdivision thereof, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Submission of Bids. Email bids must be made on forms which may be procured from the Municipal Advisor and shall be marked "Proposal for City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project)." Email bids should be sent only once to the Municipal Advisor at bids@ransonfinancial.com. Confirmation of receipt of email bids may be made by contacting the Municipal Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the Bonds***. If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer and Municipal Advisor shall not be responsible for failure of transmission or receipt of any bid.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid for less than ***98%*** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

Good Faith Deposit. A good faith deposit (the "Deposit") in the amount of $44,200 payable to the order of the Issuer is required to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. The Deposit may be submitted at the address hereinafter set forth in either of the following forms:

(a) *Certified or Cashier's Check*. Certified or cashier's check drawn on a bank located in the United States of America received by the Municipal Advisor ***prior to the Submittal Hour***; or

(b) *Wire Transfer*. Wire transfer submitted by the Successful Bidder in Federal Reserve funds, immediately available for use by the Issuer ***not later than 2:00 p.m. applicable Central Time on the Sale Date*** (wire transfer information may be obtained from the Municipal Advisor at the address set forth below).

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Municipal Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. Checks submitted for Deposits by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the next business day following the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Issuer or its Municipal Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the PBC will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the PBC.

Bond Ratings. The Issuer has applied to [S&P Global Ratings, a division of S&P Global Inc.] for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **DECEMBER 9, 2025** (the "Closing Date") to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Successful Bidder will be required to assist the Issuer in establishing the "issue price" of the Bonds and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds: (1) the interest rate; (2) the reasonably expected initial offering price to the "public" (as said term is used in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds pursuant to this Notice shall constitute a "competitive sale" as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice

to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and (4) the Issuer anticipates awarding the sale of the Bonds to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled "Basis of Award."

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds as specified therein. The Successful Bidder shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds.

(d) If all of the requirements of a "competitive sale" are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds to the Successful Bidder and the following provisions shall apply to the Bonds. ***In such event, any bid submitted will not be subject to cancellation or withdrawal***. Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Successful Bidder shall advise the Issuer if a "substantial amount" (as defined in the Regulation (10%)) of any maturity of the Bonds has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Bonds after the Submittal Hour will not affect the purchase price for the Bonds submitted in the bid of the Successful Bidder***.

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement related to the Bonds, "deemed final" by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Municipal Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution and the Lease, the Issuer and the City have covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and State income tax matters relating to the interest on the Bonds.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information. Additional information regarding the Bonds may be obtained from the PBC or from the Municipal Advisor at the addresses set forth below:

DATED: November 5, 2025.

CITY OF SEDGWICK, KANSAS
PUBLIC BUILDING COMMISSION

Issuer:

City of Sedgwick, Kansas Public Building Commission
City of Sedgwick, Kansas
520 N. Commercial Avenue
Sedgwick, Kansas 67135
Attn: Shelia Agee, Clerk
Phone No.: 316-772-5151
Email: agee@cityofsedgwick.org

Municipal Advisor –Email Bid and Good Faith Deposit Delivery Address:

Ranson Financial Group, L.L.C.
200 West Douglas, Suite 110
Wichita, Kansas 67202
Attn: Larry Kleeman
Phone No.: 316-264-3400
Fax No.: 316-265-5403
Email: larry@citycode.com
Bid email: bids@ransonfinancial.com

OFFICIAL BID FORM

PROPOSAL FOR THE PURCHASE OF CITY OF SEDGWICK, KANSAS PUBLIC BUILDING COMMISSION
REVENUE BONDS, SERIES 2025 (FIRE STATION PROJECT)

TO: City of Sedgwick, Kansas Public Building Commission November 19, 2025

For $2,210,000 principal amount of City of Sedgwick, Kansas Public Building Commission Revenue Bonds, Series 2025 (Fire Station Project) to be dated December 9, 2025, as described in the Notice of Bond Sale dated November 5, 2025 (the "Notice"), said Bonds to bear interest as follows:

Stated Maturity October 1	Principal Amount*	Annual Rate of Interest	Initial Offering Price	Stated Maturity October 1	Principal Amount*	Annual Rate of Interest	Initial Offering Price
2027	$ 80,000	_____%	_____%	2037	$105,000	_____%	_____%
2028	80,000	_____%	_____%	2038	110,000	_____%	_____%
2029	80,000	_____%	_____%	2039	115,000	_____%	_____%
2030	85,000	_____%	_____%	2040	120,000	_____%	_____%
2031	90,000	_____%	_____%	2041	125,000	_____%	_____%
2032	90,000	_____%	_____%	2042	135,000	_____%	_____%
2033	95,000	_____%	_____%	2043	140,000	_____%	_____%
2034	95,000	_____%	_____%	2044	145,000	_____%	_____%
2035	100,000	_____%	_____%	2045	155,000	_____%	_____%
2036	105,000	_____%	_____%	2046	160,000	_____%	_____%

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery:

Principal Amount $2,210,000.00
Less Discount (not to exceed 2.00%) .....-_____
Plus Premium (if any) .....
Total Purchase Price .....$_____

Total interest cost to maturity at the rates specified .....$_____
Net interest cost (adjusted for Discount and/or Premium) .....$_____
True Interest Cost ..... _____%

☐ The Bidder elects to purchase Municipal Bond Insurance from (circle one of the following): [AG] [BAM]

☐ The Bidder elects to have the following Term Bonds:

Maturity Date	Years	Amount*
October 1, ____	_____ to _____	$_____
October 1, ____	_____ to _____	$_____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. A cashier's or certified check or a wire transfer in the amount of $44,200, payable to the order of the Issuer and submitted in the manner set forth in the Notice, accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the City of Sedgwick, Kansas Public Building Commission, the above proposal is hereby accepted on November 19, 2025.

_____
President

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Email bids may be sent to Ranson Financial Group, L.L.C. at bids@ransonfinancial.com and electronic bids may be submitted via ***PARITY***®, at or prior to 11:00 A.M. applicable Central Time, on November 19, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

City of Sedgwick City
Council Meeting
October 15, 2025

TO: **Mayor and City Council**

SUBJECT: **Sales Contract – Sharbutt Homes**

INITIATED BY: **Administration**

AGENDA: **New Business**

Background: Sales documents from April 2021 stipulated that five (5) homes are to be built on the property that was sold to Sharbutt Remodeling withing sixty (60) months of the closing date. Failure to build those five homes would result in a $5,000 check being due from the buyer upon written notification.

During the plating conversations of Cardinal 2nd Addition, it was stated to Council that the build out timeframe would exceed the sixty (60) month requirement on the original sales document. At that time, Council informally agreed not to pursue the reimbursement as it was believed that homes would be built in the area.

The City received notification that the property is changing hands and closing on October 17, 2025. Security 1st Title has reached out to the City asking for a letter of release for Sharbutt Homes from this liability.

Analysis: We have initiated conversations with the buyer of the ground and know that it is their intention to move forward with the development, placing fourteen (14) single-family homes on this land with the intention of holding them for rent. The timeline on buildout is dependent ranges from 2-5 years and is dependent upon several factors.

The council has two options for consideration.

Option A: Hold Sharbutt Remodeling to the terms of the agreement and providing written notification asking for the $5,000, upon payment a letter of release would be presented to Security 1st clearing them of the liability.

Option B: Forego the terms of the agreement and provide Security 1st with a letter clearing them of their liability.

Recommended Action: Council Determination

Attachments: None