

COUNCIL AGENDA

December 6, 2022 ★ 6:30 p.m.



317 South Washington ★ Wellington, Kansas 67152

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

Reverend Caleb Foster of Assembly of God Church

IV. ROLL CALL

V. AUDIENCE PARTICIPATION

- 1) Cowley College – Sumner Campus Update, Jan Grace, Campus Operations Officer
- 2) Sumner County Economic Development Update – Stacy Davis, Director
- 3) 1904 N. Madison Ln.- Shaun Weaver
- 4) USA Communications Introduction : Philip Brown

VI. CONSENT AGENDA

A. APPROVAL OF MINUTES

- 1) Regular Session of November 15, 2022

B. APPROVAL OF APPROPRIATIONS

- 1) Payroll Report for November 6, 2022 to November 19, 2022
- 2) Claims Register for November 11, 2022 to November 30, 2022

C. RECEIPT OF COUNCIL CORRESPONDENCE

- 1) Local Retailer's Sales Tax & Compensating Use Tax for November 2022
- 2) WRC Board Minutes for October 25, 2022
- 3) Planning Commission Minutes for September 27, 2022 & November 22, 2022
- 4) Park Special Meeting Minutes for October 5, 2022
- 5) Memorial Auditorium Board Minutes November 3, 2022
- 6) Board of Zoning Appeals Minutes for January 13, 2022
- 7) Media Release: Planning Commission Vacancy
- 8) Media Release: Compost Site ~ Winter Hours
- 9) Building/Demo Permit Report for November 2022
- 10) Code Enforcement Report for November 2022

VII. REPORTS OF MAYOR AND COUNCIL

VIII. REPORTS OF CITY OFFICIALS

- 1) Annual Cereal Malt Beverage Renewals – Memo from City Clerk Theurer
- 2) Hibbs Concession Funding- Memo from Public Works Director Jeremy Jones

IX. PUBLIC HEARING

X. ORDINANCE

- 1) AN ORDINANCE AUTHORIZING THE CITY OF WELLINGTON, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2022 (PINNACLE AEROSPACE, LLC PROJECT) FOR THE PURPOSE OF THE ACQUISITION OF AN AEROSPACE AND AIRCRAFT MANUFACTURING FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

XI. RESOLUTION

- 1) A RESOLUTION FINDING THE STRUCTURE LOCATED ON LOTS 9 AND 10, BLOCK 90 ORIGINAL TOWN, CITY OF WELLINGTON, SUMNER COUTNY, KANSAS ALSO KNOWN AS 418 S F ST. IS AN IMMEDIATE HAZARD TO THE PUBLIC

- 2) RESOLUTION NAMING OFFICERS OR EMPLOYEES THAT ARE AUTHORIZED TO TRANSFER FUNDS IN THE STATE OF KANSAS MUNICIPAL INVESTMENT POOL

- 3) A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA, KANSAS FOR PROJECT DESIGN SERVICES IN THE AMOUNT OF \$22,500.00 FOR THE 15TH STREET BRIDGE GUARDRAIL REPLACEMENT PROJECT

XII. STUDY ITEMS

XIII. EXECUTIVE SESSION

FUTURE AGENDA ITEMS

- 12/20 Resolution re: Declaring City Boundary
- 12/20 Budget Amendment
- 12/20 Ordinance: Land Bank

ADJOURN



To: **Honorable Mayor & Council**
 Jeff Porter, City Manager

From: **Jeremy M. Jones, Director of Public Works**

Date: **December 1, 2022**

Re: **Request to Waive Landfill Fees for Mobile Home - Shaun Weaver**

Shaun Weaver, owner of Parklane Mobile Home Estates, will be present to request landfill fees be waived for the disposal of a mobile home and other items in/around said home on the property.

This has been granted twice previously for Mr. Weaver to assist him in removing unsightly or uninhabitable homes from the property and they would be replaced with newer homes. In July 2019 fees were waived for 5 mobile homes and again at a later date. I believe a total of eight (8) homes and belongings have been disposed of at no charge. No newer homes have been brought into this area of the park. Staff has included a short report outlining the dollar amount of the fees waived.

	Weaver Trailer Demo @ Landfill				
	Disposals from 8/28/2019 to 8/19/2020				
	<i>Report Prepared 11/30/2022</i>				
	Trash	Demo	Tires	Brush	TOTAL as of 11/30/2022
	\$529.60	\$1,114.18	\$247.00	\$105.56	\$1,996.34
	2012 Madison St	1902 Madison Ln	<i>As of 11/30/2022</i>		
	2000 Madison St	2004 N. Madison St.			
	2008 Madison Ln	1928 Madison St			
	1703 N. Washington	1908 Madison			



Memorandum

To: Mayor and City Council

From: Jeff Porter, City Manager

Date: 12/02/2022

Re: USA Communications Introduction

Phillip Brown will be at the meeting on behalf of USA Communications to speak about their plans to acquire the assets of Sumner Communications. Mr. Brown has a long history with the cable industry in the area.

USA Communications locally will be led by Mr. Brown; at the corporate level, the firm's leadership consists of William (Bill) Bauer, Christian Hilliard, and Amber Reineke.

Staff is working with USA Communications to have an updated franchise agreement for a future agenda.

The Council of the City of Wellington, Kansas, met in Regular Session on November 15, 2022 at 6:30 p.m., in the City Council Room, City Administration Center, with Mayor Jim Valentine presiding.

The Pledge of Allegiance was led by Mayor Jim Valentine.

The Invocation was given by Reverend Zane Brooks of First Freewill Baptist.

Council members Kevin Dodds, Robert Hamilton, Guy Leitch, Rick Roitman, Joe Soria, and Mike Westmoreland were all present at roll call.

Members of the Staff present were City Manager Jeffrey Porter, Assistant City Manager of Utilities/IT Jason Newberry, Executive Secretary to the City Manager Kyle Tuttle, City Attorney Shawn DeJarnett, Public Works Director Jeremy Jones, City Planner Rachelle Thompson, Airport Manager Matt Wiebe, Fire Chief Tim Hay and IT/GIS Technician Peyton Tuttle.

AUDIENCE PARTICIPATION

Employee Service Recognition. City Manager Porter congratulated the following employees for their service: Joshua Meyer (Police Dept.) and Matthew Geier (Electric Dist.) for ten years, Randy Cary (Electric Production) for fifteen years, Justin Dry (Water Production) for twenty years, and Robert Wilson (Police Dept.) for twenty-five years.

Ascension Via Christi-Fiscal Year 23-Quarter 1 Report – Hilary Walbridge-Director. Ms. Cari Buresh, Coordinator for the Wellington Emergency Department reported 1,510 hospital visits making an average of 16.4 daily visits. Overall about 85% of the discharged patients were able to return home. She recognized Mr. Booker Washington, Hospital Facilities Manager, for helping someone out of their vehicle recently and into the ER. She expressed that Ascension is pleased with the results and wants to remain in Wellington.

Duck’s Unlimited-Wetlands Project. Public Works Director Jones introduced Mr. Matt Hough, a representative from the Ducks Unlimited organization, who presented an overview of a proposed wetlands project underway just northeast of the Wellington Lake. He explained that creation or preservation of wetlands upstream from the Lake would provide better quality water and lower the level of treatment required before sending potable water to town. Wetlands remove on average 40-70% of excess nitrates, trap a dump truck size load of sediment annually, plus remove approximately 80% of phosphorus and pesticides. Once the wetlands are created, Ducks Unlimited wants to transfer it to the City to maintain as public property for future hunting and additional recreational activities. Ducks Unlimited plans to apply for grants to complete the project and is asking the city to donate some equipment hours to build the 18-24 inch deep wetland area and embankments. Director Jones said this is the initial phase; updates will be given as the project progresses. Council agreed to proceed with the project.

CONSENT AGENDA

Council member Dodds moved to approve the Consent agenda and Council member Leitch seconded the motion. The motion carried. The following items were approved under the Consent Agenda.

➤ **APPROVAL OF MINUTES**

- 1) Regular Session of November 1, 2022

➤ **APPROVAL OF APPROPRIATIONS**

- 1) Payroll Report for October 23 – November 5, 2022 in the amount of \$248,844.36
- 2) Payroll Report for November 10, 2022 Holiday Savings in the amount of \$31,196.00
- 3) Claims Register for November 1 – 10, 2022 in the amount of \$314,929.21
- 4) EFT for Airport Fuel for November 2, 2022 in the amount of \$18,920.34

➤ **RECEIPT OF COUNCIL CORRESPONDENCE**

- 1) Clerk’s Report for October 2022
- 2) Electric, Waterworks, Sewage Operating Report for October 2022

- 3) Building/Demo/Permit Report for October 2022
- 4) Code Compliance Report for October 2022
- 5) Police Activity Report for October 2022
- 6) Ambulance Monthly Financial Report for October 2022
- 7) FIRE/EMS Activities/Overtime/Revenue Report for October 2022
- 8) Memorial Auditorium Board Minutes October 6, 2022
- 9) Memorial Auditorium Board Special Meeting Minutes October 20, 2022
- 10) Media Release: Planning Commission Vacancy Notice
- 11) Media Release: Landfill/Compost Site/Refuse Collection Holiday Schedule

REPORTS OF MAYOR AND COUNCIL

Council member Soria reported the recent Veteran’s Day Program at the Wellington High School was awesome!

Council member Roitman reported the Veteran’s Day Program was the best one he’s ever attended. Council member Hamilton wished everyone a Happy Thanksgiving.

Council member Dodds thanked everyone who helped with the Logan Mize concert at the Memorial Auditorium. He encouraged citizens to take advantage of concerts.

Mayor Valentine echoed the sentiments of Council members Soria and Roitman. He wished everyone a blessed Thanksgiving.

REPORTS OF CITY OFFICIALS

1) Street Closing Request: “Wellington’s Christmas Celebration”, December 3rd-Washington, 4th to 8th Street, 3:30 pm – 6:00 pm. Wellington Chamber of Commerce Director, Valerie Earl, announced the Christmas Parade and other activities associated with the Christmas Celebration downtown. Council member Dodds made a motion to approve the street closure and Council member Roitman seconded. The motion carried.

RESOLUTIONS

A RESOLUTION ESTABLISHING FEES AND CHARGES FOR SERVICE PROVIDED BY THE AMBULANCE SERVICE OF THE CITY OF WELLINGTON, KANSAS, AND DECLARING PRIOR ADOPTED RESOLUTIONS ON THE SAME SUBJECT TO BE NO FURTHER IN FORCE OR EFFECT was introduced and considered. Fire Chief Hay reported this is to amend and raise EMS related fees. Council member Soria made a motion to approve the resolution as presented. Council member Leitch seconded the motion. Upon roll call vote, those voting “AYE” were Council members Westmoreland, Dodds, Hamilton, Leitch, Roitman, and Soria. There were no “NAY” votes. Number 6220 was assigned to this Resolution.

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND AN AGREEMENT, AS APPROVED BY RESOLUTION NO. 5981, BETWEEN THE CITY OF WELLINGTON AND FIRE DISTRICT NO.6 FOR RURAL FIRE PROTECTION was introduced and considered. Fire Chief Hay reported these rates were compared to other nearby cities. Even with the proposed increase, our fees will be below their city’s rates. The fee per call will increase from \$200 to \$250. It will also raise the annual contract fee by three percent each year over the next three years of the contract term. Council member Soria made a motion to approve the resolution as presented. Council member Westmoreland seconded the motion. Upon roll call vote, those voting “AYE” were Council members Westmoreland, Dodds, Hamilton, Leitch, Roitman, and Soria. There were no “NAY” votes. Number 6221 was assigned to this Resolution.

A RESOLUTION APPROVING AND ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WESCO DISTRIBUTION OF AMARILLO, TEXAS FOR TWO ABB POLE MOUNTED ELECTRONIC VACUUM CIRCUIT BREAKER RECLOSERS IN THE AMOUNT OF \$56,797.65 was introduced and considered. Assistant City Manager of Utilities/IT Newberry reported this purchase is to resupply what had been used. A total of five reclosers were desired; however, due to price increases, only two may be purchased. Mayor Valentine mentioned the cost of everything keeps increasing. Council member Dodds made a motion to approve the resolution as presented. Council member Westmoreland seconded the motion. Upon roll call vote, those voting “AYE” were Council members Hamilton, Leitch, Roitman, Soria, Westmoreland, and Dodds. There were no “NAY” votes. Number 6222 was assigned to this Resolution.

OTHER

City Manager Porter announced CMB licenses will be reviewed at the next meeting. He also reminded Council about the upcoming Work Session regarding Land Banks to be held on November 29th at 6:30 p.m. in Council Chambers.

ADJOURN

A motion was made to adjourn and was seconded. The motion carried.

Approved and filed this day December 6, 2022.

Mayor

Executive Secretary

PAYROLL REPORT
NOVEMBER 6, 2022 THRU NOVEMBER 19, 2022
November 23, 2022

					YR-TO-DATE	YR-TO-DATE
			GROSS	OVERTIME	GROSS	OVERTIME
MAYOR/COUNCIL	001-901	DEPT. TOTAL	\$ 800.00	\$ -	\$ 8,800.00	\$ -
MANAGER'S OFFICE	001-902	DEPT. TOTAL	\$ 7,503.06	\$ -	\$ 185,842.00	\$ 87.12
CLERK'S OFFICE	001-903	DEPT. TOTAL	\$ 7,887.24	\$ -	\$ 191,484.45	\$ 936.86
UTILITY OFFICE	001-904	DEPT. TOTAL	\$ 7,208.45	\$ 33.78	\$ 163,313.40	\$ 788.40
CUSTODIAL	001-909	DEPT. TOTAL	\$ 1,125.59	\$ 55.19	\$ 26,437.21	\$ 461.61
IT/GIS	001-910	DEPT. TOTAL	\$ 1,308.60	\$ -	\$ 31,390.87	\$ 72.77
POLICE	001-911	DEPT. TOTAL	\$ 39,827.20	\$ 181.65	\$ 965,954.26	\$ 16,422.03
FIRE	001-912	DEPT. TOTAL	\$ 56,317.48	\$ 12,556.57	\$ 1,254,174.32	\$ 238,659.40
FACILITIES	001-914	DEPT. TOTAL	\$ 2,165.40	\$ -	\$ 54,201.28	\$ 1,975.68
PARKS	001-915	DEPT. TOTAL	\$ 4,854.20	\$ -	\$ 121,424.93	\$ 2,184.09
STREET	001-918	DEPT. TOTAL	\$ 15,044.99	\$ 268.79	\$ 432,916.77	\$ 12,886.88
CEMETERY	001-919	DEPT. TOTAL	\$ 2,892.73	\$ 10.32	\$ 75,927.57	\$ 2,997.86
BUILDING AND CODES	001-920	DEPT. TOTAL	\$ 5,958.60	\$ -	\$ 135,446.96	\$ 772.92
LEGAL / COUNSEL	001-921	DEPT. TOTAL	\$ 4,443.92	\$ 36.90	\$ 107,403.84	\$ 752.76
LAKE	001-923	DEPT. TOTAL	\$ 5,333.01	\$ -	\$ 156,771.77	\$ 9,728.21
GOLF COURSE	402-916	DEPT. TOTAL	\$ 6,709.90	\$ 112.50	\$ 173,689.57	\$ 12,598.93
ELECTRIC PRODUCTION	415-930	DEPT. TOTAL	\$ 17,425.58	\$ 587.61	\$ 422,835.92	\$ 29,906.17
ELECTRIC DISTRIBUTION	415-931	DEPT. TOTAL	\$ 20,174.40	\$ 899.67	\$ 487,872.64	\$ 21,727.26
WATER PRODUCTION	415-932	DEPT. TOTAL	\$ 8,104.55	\$ -	\$ 182,055.59	\$ 7,565.13
WATER DISTRIBUTION	415-933	DEPT. TOTAL	\$ 10,141.28	\$ 997.00	\$ 242,461.33	\$ 36,556.16
WASTEWATER TREATMT.	415-934	DEPT. TOTAL	\$ 8,053.51	\$ 709.31	\$ 177,344.35	\$ 16,344.73
UTILITY NON-DEPT.	415-999	DEPT. TOTAL	\$ 5,497.20	\$ -	\$ 138,785.63	\$ -
SANITATION	430-935	DEPT. TOTAL	\$ 9,919.85	\$ 109.35	\$ 273,843.57	\$ 11,309.43
TRANSFER STATION	430-936	DEPT. TOTAL	\$ 4,634.39	\$ 201.79	\$ 104,777.12	\$ 4,320.88
AIRPORT	441-941	DEPT. TOTAL	\$ 2,032.80	\$ -	\$ 49,073.20	\$ -
SCCDAT GRANT	603-987	DEPT. TOTAL	\$ 3,395.00	\$ -	\$ 78,512.00	\$ -
GRAND TOTAL			\$ 258,758.93	\$ 16,760.43	\$ 6,242,740.55	\$ 429,055.28

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	TEMPORARY VENDO TODD LANGFORD	11/18/22	TODD LANGFORD: REFUND KP&F	1.57		
		AFLAC	11/23/22	AFLAC EMPLOYEE CONTRIB PRE	535.44		
			11/23/22	AFLAC EMPLOYEE CONTRIB PRE	535.52		
			11/23/22	AFLAC EMPLOYEE CONTRIB TAX	50.81		
			11/23/22	AFLAC EMPLOYEE CONTRIB TAX	50.81		
		AFLAC GROUP INSURANCE	11/23/22	AFLAC-CAIC GROUP TAXABLE	22.34		
			11/23/22	AFLAC-CAIC GROUP TAXABLE	22.34		
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	11/23/22	RETIREMENT SAVINGS	425.00		
		KANSAS PAYMENT CENTER	11/23/22	CHILD SUPPORT	138.46		
		PRE-PAID LEGAL SERVICES	11/23/22	EMPLOYEE CONTRIBUTIONS	65.75		
			11/23/22	EMPLOYEE CONTRIBUTIONS	65.78		
		SOULE & GILES, LLP	11/23/22	GARNISHMENTS	321.83		
		US BANK	11/23/22	KPERS 457	664.00		
		WELLINGTON RECREATION COMMISSION	11/23/22	EMPLOYEE CONTRIBUTIONS	156.00		
			11/23/22	EMPLOYEE CONTRIBUTIONS	156.00		
		CITY OF WELLINGTON	11/23/22	TRANSFER WITHHOLDING	12,048.05		
			11/23/22	FICA TRANSFER	9,617.04		
			11/23/22	MEDICARE TRANSFER	2,249.08		
		CITY OF WELLINGTON	11/23/22	KP&F CONTRIBUTION	6,086.10		
			11/23/22	KPERS CONTRIBUTION	1,962.69		
			11/23/22	KPERS T2 CONTRIBUTION	396.40		
			11/23/22	KPERS T3 CONTRIBUTION	1,579.10		
			11/23/22	OPTIONAL LIFE	80.17		
			11/23/22	OPTIONAL LIFE	80.22		
			11/23/22	OPTIONAL LIFE P & F	71.26		
			11/23/22	OPTIONAL LIFE P & F	71.31		
			11/23/22	OPTIONAL LIFE SPOUSE	46.73		
			11/23/22	OPTIONAL LIFE SPOUSE	46.77		
		CITY OF WELLINGTON	11/23/22	TRANSFER STATE WITHHOLDING	6,027.42		
				TOTAL:	43,573.99		
		MAYOR AND COUNCIL	GENERAL FUND	VISA	11/21/22	USPO~SHIPPING AND STAMPS	20.59
				CITY OF WELLINGTON	11/23/22	FICA TRANSFER	49.60
					11/23/22	MEDICARE TRANSFER	11.60
						TOTAL:	81.79
		CITY MANAGER	GENERAL FUND	VISA	11/21/22	NAME BADGE INC~JEFF PORTER	25.10
					11/21/22	LKM CONFERENCE~NEWBERRY	324.82
					11/21/22	16GB MODULE	34.78
					11/21/22	REGENT THEATER CERTIFICATE	25.00
				AT&T	11/28/22	INTERNET & VOICE BUNDLE	165.75
				CITY OF WELLINGTON	11/23/22	FICA TRANSFER	500.36
	11/23/22			MEDICARE TRANSFER	117.02		
CITY OF WELLINGTON	11/23/22			KPERS RETIREE3-EMPL CONTRI	573.18		
	11/23/22			KPERS INS CONTRIBUTION	63.75		
	11/23/22			KPERS CONTRIBUTION	211.04		
	11/23/22			KPERS T2 CONTRIBUTION	356.25		
		TOTAL:	2,397.05				
CITY CLERK'S OFFICE	GENERAL FUND	VISA	11/21/22	COLUMN-TREASURER'S QUARTER	191.40		
			11/21/22	WALMART~1.5" BINDER, PENS	30.51		
		REDLANDS OFFICE SOLUTIONS	11/30/22	3 BOXES LEGAL FILE 7" POCK	163.47		
			11/30/22	2 BOXES LETTER 7" EXP REDR	68.58		
			11/30/22	100 CT/ ADDING MACHINE ROL	94.99		
			11/30/22	RUBBERBANDS #16	5.72		
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	221.00		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/28/22	INTERNET & VOICE BUNDLE	55.24
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	465.44
			11/23/22	MEDICARE TRANSFER	108.85
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	78.87
			11/23/22	KPERS CONTRIBUTION	209.42
			11/23/22	KPERS T3 CONTRIBUTION	<u>492.55</u>
				TOTAL:	2,186.04
UTILITY COLLECTION	GENERAL FUND	VISA	11/21/22	WALMART~1.5" BINDER LANDFI	4.64
		HUMMINGBIRD PRINTING	11/30/22	5000 BLUE ENVELOPES	409.53
			11/30/22	5000 PERMIT ENVELOPES	409.53
		TYLER TECHNOLOGIES, INC.	11/30/22	ERP PRO UTIL ANNUAL FEES	125.00
		REDLANDS OFFICE SOLUTIONS	11/30/22	4 CALCULATOR RIBBONS	21.92
			11/30/22	1 DZ BLK MED CRISTAL PENS	4.09
			11/30/22	10 PK CORRECTION TAPE	14.43
			11/30/22	1 DZ BRITELINER YELLOW HIG	7.10
			11/30/22	SALES TAX	4.52
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	55.24
		UNITED STATES POSTMASTER	11/30/22	POSTAGE PERMIT#20 TYPE#PI	275.00
		VERIZON WIRELESS	11/18/22	UTIL BILL SMTP 620-440-256	41.41
			11/28/22	CELL PHONE 620-326-0674	41.41
			11/28/22	CELL PHONE 620-399-3296	41.41
		CITY OF WELLINGTON	11/30/22	POSTAGE	1,419.60
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	390.38
			11/23/22	MEDICARE TRANSFER	91.30
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	64.29
			11/23/22	KPERS CONTRIBUTION	163.35
			11/23/22	KPERS T3 CONTRIBUTION	<u>408.80</u>
				TOTAL:	3,992.95
GENERAL SERVICES	GENERAL FUND	TEMPORARY VENDO AMAZON CAPITAL SERVICE	11/28/22	AMAZON CAPITAL SERVICES: X	50.79
		VISA	11/21/22	DOLLAR TREE~COOKIE PLATTER	15.06
			11/21/22	REGENT THEATER CERTIFICATE	25.00
		KANSAS GAS SERVICE	11/18/22	GAS BILLS 317 S WASHINGTON	85.30
		DILLONS FOOD STORE	11/18/22	GIFT CARDS FOR EMPLOYEES	9,800.00
		SUMNER COMMUNICATIONS, INC.	11/18/22	FIBER SERVICES	100.00
		SUMNER COUNTY HEALTH DEPT	11/30/22	EMPLOYEE FLU SHOTS	3,440.00
		SUMNER COUNTY REGISTER OF DEEDS	11/30/22	QUIT CLAIM DEED~CURRY TO C	21.00
			11/30/22	QUIT CLAIM DEED~CITY TO CU	21.00
		SYN-TECH SYSTEMS, INC.	11/28/22	FUELMASTER STANDARD MAINTE	<u>1,175.00</u>
				TOTAL:	14,733.15
JANITORIAL	GENERAL FUND	CULLIGAN OF WICHITA	11/18/22	WATER, RENTAL & FEE	41.50
		MJB HEATING AND COOLING	11/30/22	REWORK EXHAUST TWINNED UNT	799.00
			11/30/22	SERVICE CALL & WIRING REPA	204.00
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	ALUM FOIL TAPE	39.98
			11/30/22	GRAPHITE LUBE	3.99
		CITY OF WELLINGTON	11/30/22	KTAG REIMBURSE ~ MILT	1.75
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	66.75
			11/23/22	MEDICARE TRANSFER	15.61
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	11.26
			11/23/22	KPERS CONTRIBUTION	100.18
		WHEAT COUNTRY LAUNDRY	11/30/22	CLEANING RAGS & DUST MOPS	<u>24.00</u>
				TOTAL:	1,308.02
I. T./G.I.S.	GENERAL FUND	CITY OF WELLINGTON	11/23/22	FICA TRANSFER	122.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/23/22	MEDICARE TRANSFER	28.69
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	20.91
			11/23/22	KPERS CONTRIBUTION	69.57
			11/23/22	KPERS T3 CONTRIBUTION	<u>116.47</u>
				TOTAL:	358.32
POLICE	GENERAL FUND	TEMPORARY VENDO HOMEFRONT PROTECTIVE G	11/29/22	HOMEFRONT PROTECTIVE GROUP	250.00
		OTTER LANDSCAPES	11/30/22	OTTER LANDSCAPES: TRIM HED	250.00
		CINTAS	11/30/22	1ST AID KIT RE-SUPPLY NOV'	64.12
		VISA	11/21/22	COLUMN~ORDINANCE #4311 UPO	18.15
			11/21/22	COLUMN~ORDINANCE #4312 STO	18.15
			11/21/22	8 PORT GIGABIT ETHERNET	22.85
			11/21/22	FUEL ~ INVESTIGATIONS	101.94
			11/21/22	LODGING~DRONE TRAINING	525.90
			11/21/22	EVIDENCE BOXES	172.50
			11/21/22	EVIDENCE MAILED	118.77
		CULLIGAN OF WICHITA	11/18/22	NOVEMBER COOLER EQUIP RENT	7.00
			11/18/22	GALLONS OF WATER	30.00
			11/18/22	TRANSPORTATION FEE	4.00
		GALAXIE BUSINESS EQUIPMENT, INC.	11/30/22	OFFICE 365 ENCRYPTION	8.50
		GRANITE TELECOMMUNICATIONS	11/18/22	1/2 911 LOBBY PHONE	31.52
			11/18/22	PHONE LINES SERVICE	445.77
		KANSAS MUNICIPAL GAS AGENCY	11/18/22	BULK GAS TRANSPORT	72.67
		LEADSONLINE	11/30/22	ANNUAL SUBSCRIPTION	2,613.00
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	WIPER BLADES	25.58
		SUMNER COUNTY SHERIFF	11/30/22	PRISONER CARE & MAINTENCE	420.00
		SUMNER COMMUNICATIONS, INC.	11/30/22	CROSSING GUARD ~ AD	10.00
			11/18/22	INTERNET SERVICE	22.00
			11/18/22	FIBER SERVICES	100.00
		SUMNER NEWSNOW	11/30/22	SCHOOL CROSSING GUARD	135.00
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	FIREARM RANGE KEY	2.79
			11/30/22	DRYWALL PATCH-INTERVIEW RM	8.99
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	19.71
		UNDERGROUND VAULTS & STORAGE	11/30/22	CHRI RECORDS CHECK	9.40
		VERIZON WIRELESS	11/29/22	DEPARTMENT ISSUED CELL PHO	984.04
		CITY OF WELLINGTON	11/30/22	POSTAGE REIMBURSE ~ T. HEA	18.20
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	2,297.16
			11/23/22	MEDICARE TRANSFER	537.22
		CITY OF WELLINGTON	11/23/22	KP&F CONTRIBUTION	8,050.90
			11/23/22	KPERS INS CONTRIBUTION	44.48
			11/23/22	KPERS CONTRIBUTION	143.75
			11/23/22	KPERS T3 CONTRIBUTION	<u>252.19</u>
				TOTAL:	17,836.25
FIRE	GENERAL FUND	TEMPORARY VENDO CLAYTON STEELE	11/28/22	CLAYTON STEELE: REIMBURSEM	23.99
		AIRGAS USA, LLC	11/30/22	USP 125	183.97
			11/30/22	OXYGEN CYLINDER RENTAL	244.51
		AMAZON CAPITAL SERVICES	11/29/22	REPLACE BATTERIES THERMAL	46.58
		AMERICAN RESPONSE VEHICLES	11/30/22	VAC WTR VALVE CONT 5/8 ACC	117.30
		ASCENSION MEDICAL GROUP VIA CHRISTI, P	11/18/22	EMPLOYEE PHYSICALS	100.00
		BARDAVON HEALTH INNOVATIONS	11/30/22	FUNCTIONAL TEST	150.00
		BOUND TREE MEDICAL, LLC	11/30/22	SUCTION TUBING	69.50
			11/30/22	CANNULA NASAL ADULT	104.50
		VISA	11/21/22	ETSY~NAPKINS RETIREMENT PA	40.71
			11/21/22	AMAZON~FIREFIGHTER TABLE R	22.98
			11/21/22	POWDR&STRING~AMMO	87.56

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/21/22	KSBEMS~EMT RENEWAL	30.00
			11/21/22	AIR COMP COMPONENTS	41.54
			11/21/22	FIRE INVESTIGATOR BOOKS	159.00
			11/21/22	FIRE ENGINEERING SUBSCRIPT	35.96
			11/21/22	HOBBY LOBBY~SHADOW BOX	194.39
			11/21/22	IRON RAIL BREWING~TRAINING	24.65
			11/21/22	KWIK SHOP~TOPEKA TRAINING	36.98
			11/21/22	RAMADA~CHIEF'S CONFERENCE	217.40
			11/21/22	AMAZON~SPEAKERS	185.49
			11/21/22	AMAZON~SPEAKERS WIRES	31.23
			11/21/22	MUFFIN TOP RETIREMENT CAKE	200.00
			11/21/22	LAPTOP FIT TEST	204.99
			11/21/22	USPO~SHIPPING AND STAMPS	61.68
		DOOR RESCUE 911 LLC	11/30/22	MICRO SWITCH DOOR OPENER	145.00
		GALLS, LLC	11/30/22	MEN'S CARGO PANTS (2)	149.77
			11/30/22	5.11 1/S POLO ~ K LIGGETT	62.95
		GRANITE TELECOMMUNICATIONS	11/18/22	1/2 911 LOBBY PHONE	31.51
		KANSAS MUNICIPAL GAS AGENCY	11/18/22	BULK GAS TRANSPORT	134.95
		KELLY COMPLIANCE	11/30/22	EMPLOYEE DRUG SCREENS	35.00
		LIFE-ASSIST, INC.	11/30/22	NITRO-BID OINTMENT	345.00
			11/30/22	ONDANSETRON/GLOVES/MASKS	964.37
			11/30/22	ALPHATEC COVERALLS	269.40
			11/30/22	EPINEPHRINE	196.40
			11/30/22	TYVEK BOOT COVERS	388.20
		MCKESSON MEDICAL -SURGICAL GOVERNMENT	11/30/22	BASKET MESH ~ MED SUPPLIES	46.23
		MEDICLAIMS, INC.	11/30/22	MONTHLY FEE & POSTAGE	3,085.17
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	OIL FILTERS, MULTIPLE VEHI	148.23
			11/30/22	TRANSMISSION & WIPER FLUID	172.81
			11/30/22	FLUID FOR QUINT	9.99
		PERSONAL THREADS	11/30/22	WFD LOGO/NAME	45.00
		JOHN DEERE FINANCIAL	11/14/22	VACUUM PLUG	7.49
		SOUTH CENTRAL COMMERCIAL MECHANICAL LL	11/30/22	THERMOSTAT ON FIRE BAY TU	534.55
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	165.72
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	22.00
			11/18/22	FIBER SERVICES	100.00
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	TIES,CONNECTORS,HANGER,ETC	44.23
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	6.94
		VERIZON WIRELESS	11/18/22	FIRE MIFI 620-440-0060	40.01
			11/18/22	FIRE JET PAK 620-440-0348	40.01
			11/18/22	FIRE MIFI 620-440-2589	40.01
			11/28/22	CELL PHONE 620-440-7328	40.01
		WALT'S AUTO PARTS & TRUCK	11/30/22	R&R REAR WHEEL SEAL	646.39
		WAXIE SANITARY SUPPLY	11/30/22	TP, MULTIFOLD PT	168.76
		WELLINGTON FIRE DEPT.	11/30/22	RUN#22-37424 STEEL DINNER	9.13
			11/30/22	HOT TRAINING ~ FRANCISCO D	18.26
			11/30/22	RUN #22-39395 STEELE DINNE	11.80
			11/30/22	RUN #22-39395 WEBB DINNER	17.17
			11/30/22	RUN #22-39466/39482 HAYES	9.93
			11/30/22	RUN #22-40093 WEBB DINNER	13.10
			11/30/22	RUN #22-40360 WEBB DINNER	8.37
			11/30/22	RUN #22-40307 DAVIS LUNCH	12.81
			11/30/22	RUN #22-40307 HAYNIE LUNCH	4.83
			11/30/22	RUN #22-40360 HAYNIE DINNE	3.64
			11/30/22	RUN #22-40585 HAYNIE DINNE	10.74
			11/30/22	RUN #22-40688 CLARK LUNCH	10.19
			11/30/22	RUN #22-41744 HAYNIE DINNE	10.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	3,364.54
			11/23/22	MEDICARE TRANSFER	786.84
		CITY OF WELLINGTON	11/23/22	KP&F CONTRIBUTION	11,518.24
			11/23/22	KPERS INS CONTRIBUTION	15.42
			11/23/22	KPERS T3 CONTRIBUTION	137.22
		ZOLL MEDICAL CORPORATION GPO	11/30/22	LABOR/PARTS AUTO PULSE	4,779.90
				TOTAL:	31,443.23
AUDITORIUM	GENERAL FUND	TEMPORARY VENDO MARK BROWLEE	11/18/22	MARK BROWLEE: CONCERT PROD	100.00
		MAKAYLA BROWNLEE	11/18/22	MAKAYLA BROWNLEE: CONCERT	100.00
		KEN STUERKE	11/18/22	KEN STUERKE: CONCERT PRODU	400.00
		WICHITA PIANO SERVICES	11/30/22	WICHITA PIANO SERVICES: TU	155.00
		JIM BEEBE	11/18/22	JIM BEEBE: CONCERT PRODUCT	300.00
		GRANITE TELECOMMUNICATIONS	11/18/22	AUD ELEVATOR LINE	67.20
		KANSAS GAS SERVICE	11/28/22	GAS BILLS 218 S HIGH	20.33
			11/28/22	GAS BILLS 206 N WASHINGTON	476.52
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	0.64
				TOTAL:	1,619.69
FACILITIES	GENERAL FUND	DYNAMIC CONTROL SYSTEMS, INC.	11/30/22	SERVICE CALL 10/10/2022	2,418.75
		GRANITE TELECOMMUNICATIONS	11/18/22	PHONE LINES SERVICE	258.35
		HEALTHCARE MECHANICAL SERVICES LLC	11/30/22	TESTING MEDICAL VACCUM PUM	1,500.00
		KANSAS GAS SERVICE	11/18/22	GAS TRANSPORT -OCTOBER 202	2,034.44
			11/18/22	GAS BILLS 1323 N A ST	12.37
		KANSAS MUNICIPAL GAS AGENCY	11/18/22	BULK GAS TRANSPORT OCT 202	5,811.06
		MIDWEST ELECTRIC SUPPLY	11/30/22	FREEDOM HEATER COIL PACK	55.05
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	BELTS	37.66
			11/30/22	BELT	18.31
			11/30/22	PLIERS	15.99
			11/30/22	DRILL BIT	5.49
			11/30/22	BELT	16.69
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	44.00
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	FASTENERS	4.30
			11/30/22	FLOOD LIGHT BULBS	17.99
			11/30/22	DRILL BIT SET	19.99
			11/30/22	RECEPTACLE COVER	6.99
			11/30/22	LED BULBS	31.96
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	121.92
			11/23/22	MEDICARE TRANSFER	28.51
		CITY OF WELLINGTON	11/23/22	KPERS RETIREE3-EMPL CONTRI	649.62
				TOTAL:	13,109.44
PARKS	GENERAL FUND	DOOR RESCUE 911 LLC	11/30/22	INSTALL DEADBOLTS SHED DOO	185.00
		HY-GRADE AGGREGATES LLC	11/30/22	1" CLEAN ROCK @ \$9.50/TON	285.96
			11/30/22	1" CLEAN ROCK @ \$9.50/TON	284.54
		KANSAS GAS SERVICE	11/28/22	GAS BILLS 218 S HIGH	40.65
			11/18/22	GAS BILLS 1110 W 4TH ST	140.38
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	HINGE TAILGATE ON TRK #136	26.99
		JOHN DEERE FINANCIAL	11/14/22	AAA BATTERIES	9.99
			11/14/22	SCREWS	7.99
			11/14/22	AIR HOSE REEL	169.99
			11/14/22	WELDING ROD/WELDING GLOVES	34.98
			11/14/22	DRILL BITS	13.96
			11/14/22	VACUUM FILTER CARTRIDGE	17.99
			11/14/22	CREDIT RETURN CUTTING WHEEL	11.99
			11/14/22	SANDING DISC	9.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/14/22	TRIPLE EXPAND FOAM SEALANT	6.99
			11/14/22	ANTIFREEZE FOR RESTROOMS	29.94
			11/14/22	GRINDING/CUTTING WHEELS	20.97
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	44.00
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	116.75
		SUMNER NEWSFLOW	11/30/22	OPERATOR PARK DEPT	135.00
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	MISC SUPPLIES	126.94
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	0.64
		VINCE ERWIN GLASS INC.	11/30/22	INSTALL NEW REAR GLASS	267.00
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	273.12
			11/23/22	MEDICARE TRANSFER	63.87
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	48.54
			11/23/22	KPERS CONTRIBUTION	171.43
			11/23/22	KPERS T3 CONTRIBUTION	260.59
		UNIFIRST CORPORATION	11/30/22	UNIFORM CLEANING	198.37
			11/30/22	UNIFORM CLEANING	37.20
			11/30/22	UNIFORM CLEANING	23.30
		WICHITA TRACTOR CO.	11/30/22	KUBOTA MOWER REPAIRS	4,121.39
				TOTAL:	7,162.46
STREETS	GENERAL FUND	A AND A AUTO SUPPLY	11/18/22	CABLE TIES	5.99
			11/18/22	UNI-PLEX SYNTHETIC GREASE	10.82
		BERRY TRACTOR & EQUIPMENT	11/30/22	AIR/OIL FILTERS & BROOMS S	934.46
			11/30/22	AIR FILTER FOR SWEEPER	110.71
		VISA	11/21/22	AMAZON-SAFETY HARNESS	59.69
			11/21/22	AMAZON-SAFETY LANYARD-HOOK	37.59
			11/21/22	AMAZON-NITRILE GLOVES	27.58
			11/21/22	APWA MEMBERSHIP RENEWAL	370.00
		DAVIS TREE SERVICE	11/30/22	3 MAN CREW STREET DEPT	1,091.88
		DE LAGE LANDEN PUBLIC FINANCE	11/28/22	LARGE FORMAT SCANNER PAYME	80.14
		FOLEY INDUSTRIES	11/30/22	PARTS STEP 930K CAT LOADER	472.82
			11/30/22	BLADES GRADER & SNOW PLOWS	4,252.92
		GFL ENVIRONMENTAL SERVICES USA, INC.	11/30/22	PARTS WASHER SERVICES	161.93
		HI-LINE ELECTRIC COMPANY	11/30/22	HEX NUTS & CABLE TIES	196.00
		HUMMINGBIRD PRINTING	11/30/22	ENVELOPES PUBLIC WORKS	45.00
		HY-GRADE AGGREGATES LLC	11/30/22	1" CLEAN ROCK @ \$9.50/TON	283.10
		KANSAS GAS SERVICE	11/18/22	GAS BILLS 19 INDUSTRIAL AV	65.62
		ROD MAYO	11/30/22	STUMP REMOVAL 1024 SOUTH C	50.00
			11/30/22	STUMP REMOVAL 704 N POPLAR	50.00
			11/30/22	STUMP REMOVAL 17TH & A	50.00
			11/30/22	STUMP REMOVAL 322 NORTH F	50.00
			11/30/22	STUMP REMOVAL 416 NORTH EL	100.00
			11/30/22	STUMP REMOVAL 308 NORTH F	100.00
			11/30/22	STUMP REMOVAL 1318 N WASHI	100.00
			11/30/22	STUMP REMOVAL 716 N WASHIN	50.00
		POTTER SAW SERVICE	11/30/22	STIHL BAR OIL	18.75
		JOHN DEERE FINANCIAL	11/14/22	RAINSUIT	19.99
			11/14/22	TRIPLE EXPAND FOAM SEALANT	6.99
		SOUTH CENTRAL HYDRAULICS	11/30/22	REPAIRS SNOW PLOW CYLINDER	719.46
			11/30/22	HYDRAULIC HOSE FOR MINI-EX	85.42
		SUMNER COMMUNICATIONS, INC.	11/18/22	FIBER SERVICES	100.00
		SUNFLOWER CUSTOM T'S	11/30/22	CITY LOGO T-SHIRTS	156.00
			11/30/22	SWEATSHIRTS/T-SHIRTS	231.80
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	SIDEBOARDS FOR TRUCKS	38.11
			11/30/22	80# GRAVEL MIX	6.29
			11/30/22	TAPE MEASURE MECHANIC SHOP	17.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/30/22	SIDEBOARDS FOR TRUCKS	60.37
			11/30/22	GRAFFITI REMOVER	13.99
		VERIZON WIRELESS	11/28/22	CELL PHONE 620-440-1409	40.01
		VINCE ERWIN GLASS INC.	11/30/22	REPLACE DOOR WINDOW INTRK	197.00
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	898.08
			11/23/22	MEDICARE TRANSFER	210.03
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	148.62
			11/23/22	KPERS CONTRIBUTION	987.43
			11/23/22	KPERS T3 CONTRIBUTION	335.15
		UNIFIRST CORPORATION	11/30/22	UNIFORM & MOP CLEANING	99.76
			11/30/22	UNIFORM & MOP CLEANING	16.10
			11/30/22	UNIFORM & MOP CLEANING	<u>15.78</u>
				TOTAL:	13,179.37
CEMETERY	GENERAL FUND	VISA	11/21/22	MISC SUPPLIES	18.47
		BFG SUPPLY CO., LLC	11/30/22	HALO 75 WDG ~ HERBICIDE	870.00
		KANSAS GAS SERVICE	11/28/22	GAS BILLS 1402 E HARVEY	46.95
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	PRIMARY WIRE	23.98
			11/30/22	AC/HEATER RELAY	12.88
			11/30/22	MISC MATERIALS	32.45
			11/30/22	S/W PULLER	18.99
			11/28/22	MISC. FILTERS	493.50
			11/28/22	MISC. FILTERS	37.98
			11/28/22	MISC. FILTERS	10.58
		SALISBURY SUPPLY CO. INC.	11/30/22	HOOK & LOOP PAD SKIL SANDE	21.98
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	66.00
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	45.25
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	MISC. ELECTRICAL MATERIALS	4.67
			11/30/22	FASTENERS	7.28
			11/30/22	MISC TOOLS	58.95
			11/30/22	ARBOR HOLE SAW	10.99
			11/30/22	HOLE SAW	10.99
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	2.81
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	175.48
			11/23/22	MEDICARE TRANSFER	41.04
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	28.93
			11/23/22	KPERS CONTRIBUTION	158.56
			11/23/22	KPERS T2 CONTRIBUTION	98.89
		UNIFIRST CORPORATION	11/30/22	UNIFORM & MOP CLEANING	15.79
			11/30/22	UNIFORM & MOP CLEANING	16.44
			11/30/22	UNIFORM & MOP CLEANING	<u>15.79</u>
				TOTAL:	2,345.62
BUILDING AND CODES	GENERAL FUND	VISA	11/21/22	COLUMN-REDZONE REQUEST	49.50
		DE LAGE LANDEN PUBLIC FINANCE	11/28/22	LARGE FORMAT SCANNER PAYME	80.14
		PROFESSIONAL ENGINEERING	11/28/22	PROFESSIONAL SVCS ~ OCTOBE	800.00
		SECURITY 1ST TITLE LLC	11/30/22	OWNERS & EMBUMBRANCE REPOR	100.00
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	110.48
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	341.72
			11/23/22	MEDICARE TRANSFER	79.92
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	59.58
			11/23/22	KPERS CONTRIBUTION	190.94
			11/23/22	KPERS T3 CONTRIBUTION	<u>339.38</u>
				TOTAL:	2,151.66
LEGAL/COURT	GENERAL FUND	VISA	11/21/22	HAMPTON INN~COURT CLERK CO	243.80

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/21/22	SUBWAY~COURT CLERK MEAL	10.01
		SHAWN R. DEJARNETT	11/30/22	CITY PROSECUTOR FEES NOV'2	3,161.00
		LINDA K. HOWERTON, ATTORNEY	11/30/22	CITY VS JAMES KING	192.00
			11/30/22	CITY VS DANIEL TEAGUE	552.00
		TYLER TECHNOLOGIES, INC.	11/30/22	MONTHLY FEE SUPPORT HOST W	50.00
			11/30/22	COURT ONLINE COMPONENT	75.00
		REDLANDS OFFICE SOLUTIONS	11/30/22	1 BOX MAINILA FOLDERS	13.25
			11/30/22	1 BOX SMEAD PRONG FASTENER	20.64
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	55.25
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	251.50
			11/23/22	MEDICARE TRANSFER	58.82
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	18.40
			11/23/22	KPERS CONTRIBUTION	163.82
				TOTAL:	4,865.49
LAKE RECREATION	GENERAL FUND	TEMPORARY VENDO ERICK M. BUCKLAND	11/15/22	ERICK M. BUCKLAND: REFUND	539.00
		VISA	11/21/22	SIMPLISAFE~ALARM MONITORIN	27.99
		KANOKLA NETWORKS	11/18/22	TELEPHONE BILL	46.16
			11/18/22	TELEPHONE BILL	46.16
		BORDER STATES INDUSTRIES, INC.	11/30/22	ELECTRIC PEDESTALS	1,570.08
		POWERPLAN	11/29/22	MURPHY TRACTOR~SPNG BACKHO	16.59
		JOHN DEERE FINANCIAL	11/14/22	HYDRAULIC OIL-5 GAL	194.97
			11/14/22	MISC SUPPLIES	47.48
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	2.50
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	298.31
			11/23/22	MEDICARE TRANSFER	69.77
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	53.34
			11/23/22	KPERS CONTRIBUTION	341.80
			11/23/22	KPERS T2 CONTRIBUTION	132.84
				TOTAL:	3,386.99
NON-DEPARTMENTAL	GENERAL FUND	VISA	11/21/22	KTAG TOLLS~SEPTEMBER 2022	63.05
				TOTAL:	63.05
FIRE	AMBULANCE & FF EQU	BANK OF COMMERCE	11/18/22	LSE PMT FORD F-450 AMBULAN	2,875.00
				TOTAL:	2,875.00
GENERAL SERVICES	EMPLOYEE BENEFIT C	FAMILY HEALTH AMERICA, L.C.	11/30/22	NOVEMBER 2022 ADMIN FEE	100.00
		GRENE VISION GROUP LLC	11/18/22	EMPLOYEE EYECARE REIMBURSE	115.00
			11/18/22	EMPLOYEE EYECARE REIMBURSE	35.00
			11/28/22	EMPLOYEE EYECARE REIMBURSE	75.00
			11/29/22	EMPLOYEE EYECARE REIMBURSE	115.00
				TOTAL:	440.00
NON-DEPARTMENTAL	SPECIAL LIABILITY	AFCO	11/18/22	EQUIPMENT BREAKDOWN COVERA	18,461.04
				TOTAL:	18,461.04
HOSPITAL SALES TAX	HOSPITAL SALES TAX	SUMNER REGIONAL MEDICAL CENTER	11/29/22	HOSPITAL SALES/COMP USE TA	132,589.55
				TOTAL:	132,589.55
PARKS	SPECIAL PARKS & RE	APAC, INC.-SHEARS	11/30/22	CONCRETE WOODS PARK WALKIN	931.50
				TOTAL:	931.50
FIRE	EQUIPMENT RESERVE	IMPACT BANK	11/18/22	LSE PMT AMBULANCE & EQUIPM	4,889.40
		USBANCORP-GOVERNMENT LEASING AND FINAN	11/18/22	LSE PMT FIRE ENGINE/TENDER	4,670.29
				TOTAL:	9,559.69

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
FIRE	CAPITAL IMPROVEMEN	CHEW PLUMBING & HEATING, INC. VISA	11/30/22	KITCHEN RENOVATION PROJECT	418.44		
			11/21/22	KITCHEN PROJECT REMODEL	316.00		
			11/21/22	KITCHEN PROJECT REMODEL	10.78		
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	KITCHEN REMODEL PROJECT	31.37		
			11/30/22	KITCHEN REMODEL PROJECT	17.98		
			11/30/22	WHITE OUTLET COVER	<u>3.38</u>		
			TOTAL:		797.95		
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	LOCHNER SUBSURFACE SOLUTIONS	11/28/22	ENGINEERING SERVICES	718.00		
			11/18/22	GPS KIT	4,335.00		
			11/18/22	GPS - PORTAL	440.00		
			11/18/22	SHIPPING	<u>84.94</u>		
TOTAL:		5,577.94					
PROPERTY CONDEMNATION	CAPITAL IMPROVEMEN	H. EXCAVATING LLC	11/30/22	HOUSE DEMOLITION	<u>7,500.00</u>		
			TOTAL:		7,500.00		
POLICE	AMERICAN RESCUE PL	ADVANTAGE COMMUNICATIONS INC.	11/30/22	KENWOOD NX 3820HK RADIOS	4,456.00		
			11/30/22	HAVIS PLATES NX-3820	<u>312.00</u>		
TOTAL:		4,768.00					
WATER DISTRIBUTION	PLUM STREET WATERL	PROFESSIONAL ENGINEERING	11/28/22	PLUM ST WTRLINE PROJECT	<u>8,810.00</u>		
			TOTAL:		8,810.00		
NON-DEPARTMENTAL	GOLF COURSE	AFLAC	11/23/22	AFLAC EMPLOYEE CONTRIB PRE	122.35		
			11/23/22	AFLAC EMPLOYEE CONTRIB PRE	122.37		
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	11/23/22	AFLAC EMPLOYEE CONTRIB TAX	19.43		
			11/23/22	AFLAC EMPLOYEE CONTRIB TAX	19.44		
		US BANK	11/23/22	RETIREMENT SAVINGS	60.00		
			11/23/22	JOHN HANCOCK LOAN PMT	83.17		
		WELLINGTON RECREATION COMMISSION	11/23/22	KPERS 457	500.00		
			11/23/22	EMPLOYEE CONTRIBUTIONS	7.00		
		CITY OF WELLINGTON	11/23/22	EMPLOYEE CONTRIBUTIONS	7.00		
			11/23/22	TRANSFER WITHHOLDING	519.75		
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	395.90		
			11/23/22	MEDICARE TRANSFER	92.59		
		CITY OF WELLINGTON	11/23/22	KPERS CONTRIBUTION	203.28		
			11/23/22	KPERS T3 CONTRIBUTION	180.11		
		CITY OF WELLINGTON	11/23/22	TRANSFER STATE WITHHOLDING	<u>230.98</u>		
			TOTAL:		2,563.37		
		GOLF	GOLF COURSE	ASSOCIATED MATERIAL & SUPPLY VISA	11/30/22	SHREDDED TOP SOIL \$25.00/T	372.75
					11/21/22	INTERNET SERVICE	44.00
				DESCHNER CUSTOM UPHOLSTERY	11/29/22	GOLF CART SEAT REPAIR	503.70
11/29/22	STAKES & ROPE				2,315.00		
KANSAS GAS SERVICE	11/28/22			GAS BILLS 1400 W HARVEY	37.23		
	11/18/22			GAS BILLS 1112 W 4TH ST	136.74		
JOHN DEERE FINANCIAL	11/14/22			WRECKING & PRY BAR CONCRET	37.98		
	11/14/22			ANTIFREEZE FOR SHOP	25.98		
R.K. BLACK INC.	11/14/22			WIRE BRUSHES CONCRETE WORK	45.95		
	11/14/22			PAD FOR CONCRETE WORK	5.97		
TOUCHTONE COMMUNICATIONS	11/30/22			CONTRACT SERVICE	8.24		
	11/18/22			LONG DISTANCE	1.92		
CITY OF WELLINGTON	11/23/22			FICA TRANSFER	395.90		
	11/23/22			MEDICARE TRANSFER	92.59		
CITY OF WELLINGTON	11/23/22			KPERS INS CONTRIBUTION	63.90		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/23/22	KPERS CONTRIBUTION	301.53
			11/23/22	KPERS T3 CONTRIBUTION	<u>267.17</u>
				TOTAL:	4,656.55
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	AFLAC	11/23/22	AFLAC EMPLOYEE CONTRIB PRE	239.93
			11/23/22	AFLAC EMPLOYEE CONTRIB PRE	239.97
			11/23/22	AFLAC EMPLOYEE CONTRIB TAX	92.49
			11/23/22	AFLAC EMPLOYEE CONTRIB TAX	92.52
		AFLAC GROUP INSURANCE	11/23/22	AFLAC-CAIC GROUP TAXABLE	27.89
			11/23/22	AFLAC-CAIC GROUP TAXABLE	27.89
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	11/23/22	RETIREMENT SAVINGS	161.00
		PRE-PAID LEGAL SERVICES	11/23/22	EMPLOYEE CONTRIBUTIONS	21.42
			11/23/22	EMPLOYEE CONTRIBUTIONS	21.45
		US BANK	11/23/22	KPERS 457	500.00
		WELLINGTON RECREATION COMMISSION	11/23/22	EMPLOYEE CONTRIBUTIONS	69.50
			11/23/22	EMPLOYEE CONTRIBUTIONS	69.50
		CITY OF WELLINGTON	11/23/22	TRANSFER WITHHOLDING	3,892.74
			11/23/22	FICA TRANSFER	3,951.16
			11/23/22	MEDICARE TRANSFER	924.06
		CITY OF WELLINGTON	11/23/22	KPERS CONTRIBUTION	2,033.55
			11/23/22	KPERS T2 CONTRIBUTION	232.34
			11/23/22	KPERS T3 CONTRIBUTION	1,687.68
			11/23/22	OPTIONAL LIFE	126.66
			11/23/22	OPTIONAL LIFE	126.71
			11/23/22	OPTIONAL LIFE SPOUSE	8.71
			11/23/22	OPTIONAL LIFE SPOUSE	8.74
		CITY OF WELLINGTON	11/23/22	TRANSFER STATE WITHHOLDING	<u>2,264.13</u>
				TOTAL:	16,820.04
ELECTRIC PRODUCTION	ELEC-WATER.-WWTP	A AND A AUTO SUPPLY	11/18/22	6MO WARRANTY BATTERY	481.12
			11/18/22	CORE DEPOSIT	144.00
			11/18/22	SALES TAX	59.39
			11/18/22	CORE DEPOSIT (ORIG.INV.332	144.00-
			11/18/22	CORE DEPOSIT	144.00-
			11/18/22	SALES TAX	13.68-
		AIRGAS USA, LLC	11/30/22	HYDROGEN INDUSTRIAL SIZE	397.04
			11/30/22	ENERGY CHARGE	8.00
			11/30/22	DELIVERY FEE	60.00
			11/30/22	FUEL CHARGE FLAT	13.94
			11/30/22	AIRGAS HAZMAT CHARGE	34.06
			11/30/22	HYUDROGEN INDUSTRIAL SIZE	198.52
			11/30/22	ENERGY CHARGE	4.00
			11/30/22	DELIVERY FLAT FEE	60.00
			11/30/22	FUEL CHARGE FLAT	13.94
			11/30/22	AIRGAS HAZMAT CHARGE	30.01
			11/30/22	HYDROGEN INDUSTRIAL SIZE 2	397.04
			11/30/22	ENERGY CHARGE	8.00
			11/30/22	DELIVERY FLAT FEE	60.00
			11/30/22	FUEL CHARGE FLAT	13.94
			11/30/22	AIRGAS HAZMAT CHARGE	34.06
			11/30/22	CYLINDER RENTAL,CARBON,	813.12
		VISA	11/21/22	FUEL~KPP MEETING NEWBERRY	25.00
			11/21/22	LUNCH~LKM CONFERENCE	9.36
			11/21/22	HP 126A IMAGING DRUM	102.81
			11/21/22	HYDRAULIC FILTER CARTRIDGE	662.85
			11/21/22	AIR ACTUATOR KIT	370.71

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/21/22	HYDRAULIC FILTER CARTIRIDG	129.54
		CULLIGAN OF WICHITA	11/29/22	LATE PMT CHARGE & PAPER ST	7.00
		C & B EQUIPMENT, INC.	11/30/22	REPAIR CHAMPION COMPRESSOR	1,739.04
			11/30/22	HRA25-12 CHAMPION COMPRESS	894.89
		CUMMINS SALES AND SERVICE	11/30/22	TROUBLE SHOOT GENERATOR	756.98
		HAMPEL OIL	11/30/22	MOBIL DELVAC 1300 SUPER 15	2,114.85
		KANSAS GAS SERVICE	11/18/22	GAS TRANSPORT OCTOBER 2022	219.86
		KANSAS MUNICIPAL GAS AGENCY	11/18/22	MMBTU-NAT'L GAS OCT'22 GAS	10,697.16
			11/18/22	FUEL LOSS	107.17
			11/18/22	IMBALANCE	40.35
			11/18/22	TRANSPORTATION ~ SOUTHERN	243.53
			11/18/22	BALANCING FEE	21.96
			11/18/22	KMGA FEE	110.90
			11/18/22	ANNUAL MEMBERSHIP DUES	35.00
		KANSAS POWER POOL	11/18/22	KW-TRANSMISSION	120,846.87
			11/18/22	KW-ADMINISTRATIVE	47,825.79
			11/18/22	KW-RICE UPGRADE	4,073.49
			11/18/22	KW-CAPACITY DEMAND	158,111.76
			11/18/22	KWH~ENERGY CHARGE	194,300.18
			11/18/22	KWH~ENERGY COST ADJUSTMEN	78,418.99
			11/18/22	KWH~FEB 2021 STORM SURCHAR	69,892.15
			11/18/22	AMI PROJECT REPAY	6,140.43
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	FUEL/WTR SEP, OIL FILTER	261.97
			11/30/22	FREIGHT	10.07
			11/30/22	SALES TAX	25.84
			11/30/22	CORE RETURN	44.00-
			11/30/22	SALES TAX	4.18-
			11/30/22	BATTERY	462.20
			11/30/22	CORE CHARGE	44.00
			11/30/22	SALES TAX	48.09
			11/30/22	CORE RETURN ~ PLUS SALES T	48.18-
			11/30/22	OIL FILTER	117.46
			11/30/22	FREIGHT	10.07
			11/30/22	SALES TAX	12.12
			11/30/22	FUEL/WTR SEP	96.34-
			11/30/22	FREIGHT	10.07-
			11/30/22	SALES TAX	10.11-
		SAFETY-KLEEN SYSTEMS, INC.	11/18/22	SERVICE PARTS CLEANING ST	327.37
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	110.48
		SUMNER COMMUNICATIONS, INC.	11/18/22	FIBER SERVICES	66.67
		SUMNER COWLEY ELECTRIC COOPERATIVE, IN	11/18/22	ELECTRIC BILL 10/1-11/1/20	121.76
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/SALES TAX	130.85
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	990.75
			11/23/22	MEDICARE TRANSFER	231.71
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	174.25
			11/23/22	KPERS CONTRIBUTION	1,310.28
			11/23/22	KPERS T2 CONTRIBUTION	130.94
			11/23/22	KPERS T3 CONTRIBUTION	109.67
		UNIFIRST CORPORATION	11/30/22	UNIFORM RENTAL/SALES TAX	57.20
			11/30/22	UNIFORM RENTAL/SALES TAX	57.20
			11/30/22	UNIFORM RENTAL/SALES TAX	57.20
			11/30/22	UNIFORM RENTAL/SALES TAX	57.20
			11/30/22	UNIFORM RENTAL / SALES TAX	57.20
			11/30/22	UNIFORM RENTAL/SALES TAX	57.20
				TOTAL:	705,253.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
ELECTRIC DISTRIBUTION	ELEC-WATER.-WWTP	TEMPORARY VENDO MATT SNYDER	11/28/22	MATT SNYDER: BOOT REIMBURS	175.50
		A AND A AUTO SUPPLY	11/29/22	AIR BRAKE HOSE	2.68
			11/29/22	CONNECTOR	2.48
			11/29/22	QWIKFIT COMP FTG STR	10.99
			11/29/22	QWIKFIT COMP FTG	15.45
			11/29/22	SALES TAX	3.00
		ASCENSION MEDICAL GROUP VIA CHRISTI, P	11/18/22	EMPLOYEE PHYSICALS	100.00
		BARDAVON HEALTH INNOVATIONS	11/30/22	FUNCTIONAL TEST	75.00
		VISA	11/21/22	2022 RP3 APP SMALL UTILITY	600.00
			11/21/22	1-1/4" STEEL LT STR CONNEC	186.25
			11/21/22	SQUARE D SER A PHASE FAILU	88.70
			11/21/22	KMU SUPERVISOR TRAINING	125.00
		DAVIS TREE SERVICE	11/30/22	R.O.W. CLEARANCE	1,637.82
			11/18/22	R.O.W. CLEARANCE	3,457.62
			11/28/22	R.O.W. CLEARANCE	1,819.80
		DITCH WITCH UNDERCON	11/30/22	REPLACE DEF MODULE BORE MA	1,075.80
			11/30/22	LABOR	202.89
			11/30/22	MILEAGE	365.50
			11/30/22	SHOP SUPPLIES	18.44
			11/30/22	SALES TAX	124.70
		GRAINGER	11/30/22	HARD HAT TYPE 1 CLASS E	143.80
			11/30/22	PK 12 SKIN CONITIONER TUBE	97.14
			11/30/22	FLAT-FREE SOLID RUBBER WHE	91.86
			11/30/22	BATTERY 9V PK12	97.12
		KANSAS GAS SERVICE	11/28/22	GAS BILLS 504 S BLAINE	106.07
		KANSAS MUNICIPAL UTILITIES	11/28/22	ADD'L TRAINING MANUALS	113.16
		TRUCK CENTER COMPANIES	11/30/22	WRK ON 2021 FREIGHTLINER #	1,675.65
			11/30/22	WRK ON 2021 FREIGHTLINER 1	1,089.12
			11/30/22	VALVE PARK BRAKE	188.91
			11/30/22	AIR SPRING CAB AIR SUSPENS	33.78
			11/30/22	PARTS FOR TRUCK #18	40.18
			11/30/22	PARTS FOR TRUCK #18	38.77
			11/30/22	FREIGHT	13.00
		KELLY COMPLIANCE	11/30/22	EMPLOYEE DRUG SCREENS	35.00
		BORDER STATES INDUSTRIES, INC.	11/30/22	DURIUM HEX NUT	119.50
			11/30/22	SALES TAX	11.36
			11/30/22	50X200 DURIUM BOLT	262.50
			11/30/22	1/2 LOCKWASHER	71.50
			11/30/22	SHIPPING	6.16
			11/30/22	TAX	32.33
			11/30/22	FT THHN 12 GRN SOL UC TRC	186.41
			11/30/22	SALES TAX	17.71
			11/30/22	15KV PDI CI-1 INSULATOR	648.45
			11/30/22	2/0 556 STRAIGHT DE CLAMP	211.05
			11/30/22	SALES TAX	20.05
			11/30/22	KLEIN 4" SCREWDRIVER SET	32.26
			11/30/22	KNIFE POCKET 2-5/8" SHEEPF	88.02
			11/30/22	KLEIN 4" DEMOLITION DR/TAX	35.33
		MIDWEST ELECTRIC SUPPLY	11/30/22	70W METAL HALIDE MED BASE	275.28
			11/30/22	100W MED BASE BULB	396.00
			11/30/22	400W MOGUL BASE MH BULB	159.24
			11/30/22	70 WATT METAL HALIDE 4 TA	251.44
			11/30/22	70 WATT MH BALLAST 120-27	166.40
			11/30/22	400 WATT BALLAST 5 TAP	536.16
			11/30/22	GD SAFETY SWITCH 60A 240V	96.58
			11/30/22	250V 13/26X3 DUAL	29.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	PRIMARY WIRE ~ SALES TAX	25.17
			11/30/22	MINI BULB ~ SALES TAX	7.23
			11/30/22	RETURN MINI BULB	6.60-
			11/30/22	MINI BULB ~ SALES TAX	8.33
			11/30/22	DIESEL 911 ~ SALES TAX	32.83
			11/30/22	BATTERY	287.26
			11/30/22	CORE CHARGE	44.00
			11/30/22	CORE EXCHANGE	44.00-
			11/30/22	SALES TAX	27.29
		PIONEER RESEARCH CORP.	11/30/22	SUPER SAFE SOLVENT	798.00
			11/30/22	FREIGHT	90.84
		RAUSCH TIRE & EQUIPMENT	11/30/22	RADIATOR	530.60
			11/30/22	ANTIFREEZE	124.95
			11/30/22	RADIATOR COOLANT HOSE	41.89
			11/30/22	LABOR	415.74
			11/30/22	SALES TAX	105.99
			11/30/22	SHOP SUPPLIES	2.50
		SOUTH CENTRAL HYDRAULICS	11/30/22	REPAIR OF OUTRIGGER ON UNI	421.85
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	110.48
		STANION WHOLESALE ELECTRIC CO., INC.	11/30/22	1/2" CONNECTOR COMP EMT ST	40.38
			11/30/22	ELASTIMOLD KV 200A LB ELBO	750.00
			11/30/22	SALES TAX	71.25
		SUMNER COMMUNICATIONS, INC.	11/18/22	FIBER SERVICES	66.67
		SUMNER COMMUNICATIONS, INC.	11/30/22	MIKROTIK LHG 5 AC	150.00
			11/30/22	ROUTER PROGRAMMING	50.00
			11/30/22	24V 5A DIN RAIL POWER SUPP	40.00
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/SALES TAX	771.97
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	HEX BUSHING 1/2X3/8	4.99
			11/30/22	SALES TAX	0.47
			11/30/22	ORANGE GROUND 3WIRE CONN	8.69
			11/30/22	RECEPTICLE DUPLEX GFCI	31.99
			11/30/22	SALES TAX	3.86
			11/30/22	RECEPTICLE DUPLEX GFCI	63.98
			11/30/22	SALES TAX	6.08
			11/30/22	BOX ARMORED 3WIRE CONNECT	19.98
			11/30/22	BOX/WD 3WIRE ARMORED PLUG	11.98
			11/30/22	SALES TAX	3.04
			11/30/22	MIDWEST SPECIALTY FASTENER	5.00
			11/30/22	SALES TAX	0.48
			11/30/22	MASONRY BIT 3/8X6	6.99
			11/30/22	SALES TAX	0.66
			11/30/22	PLASTIC INSUL BUSHING	1.39
			11/30/22	EMT COMPR CONN 1-1/4"	5.69
			11/30/22	SALES TAX	0.67
		VERIZON WIRELESS	11/18/22	BROADBAND 620-440-7562 TRK	40.01
			11/18/22	BROADBAND 620-440-2396 TRK	40.01
			11/18/22	BROADBAND 620-440-7676 TRK	40.03
			11/18/22	ELEC DIST TABLET 316-617-7	40.01
			11/18/22	UTILITIES JETPACK 620-440-	40.09
		VINCE ERWIN GLASS INC.	11/30/22	NEW DOOR HANDLES	90.00
			11/30/22	KEYS	30.00
			11/30/22	SALES TAX	11.40
			11/30/22	LABOR	80.00
		VISION METERING, LLC	11/30/22	VM-ENDSIGHT MONTHLY FEE	250.00
		WASHER SPECIALTIES CO.	11/30/22	LD PCQ103 HEAT SEQUENCER	27.96
			11/30/22	SALES TAX	2.10

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		WELLINGTON WHEEL	11/30/22	OIL CHANGE ~ 2010 FORD F25	73.39
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	1,189.73
			11/23/22	MEDICARE TRANSFER	278.24
		CITY OF WELLINGTON	11/23/22	KPERS RETIREE3-EMPL CONTRI	582.00
			11/23/22	KPERS INS CONTRIBUTION	182.33
			11/23/22	KPERS CONTRIBUTION	661.55
			11/23/22	KPERS T2 CONTRIBUTION	213.71
			11/23/22	KPERS T3 CONTRIBUTION	747.61
		WESCO RECEIVABLES CORP	11/30/22	WIRE THHN 12 BLK SOLID COP	190.00
			11/30/22	WIRE THHN 12 WHT SOLID COP	190.00
			11/30/22	SALES TAX	36.10
			11/30/22	KINGSEAL DEMAND METER LOCK	200.00
			11/30/22	SALES TAX	19.00
		UNIFIRST CORPORATION	11/30/22	UNIFORM RENTAL	180.73
			11/30/22	UNIFORM RENTAL	216.29
			11/30/22	SALES TAX	20.55
			11/30/22	UNIFORM RENTAL / TAX	204.58
				TOTAL:	28,522.71
WATER PRODUCTION	ELEC-WATER.-WWTP	1000BULBS.COM	11/30/22	BULB REPLACEMENTS	108.13
			11/30/22	BULB REPLACEMENTS	175.23
		ASCENSION MEDICAL GROUP VIA CHRISTI, P	11/18/22	EMPLOYEE PHYSICALS	100.00
		CHENEY DOOR COMPANY	11/30/22	GARAGE DOOR REPAIRS WTR PN	307.00
		VISA	11/21/22	MEALS WTR PERSONAL ST EXAM	21.98
		CUMMINS SALES AND SERVICE	11/30/22	60 KW GENERATOR INSPECTION	1,035.59
			11/30/22	550 KW GENERATOR INSPECTIO	1,790.13
		GRAINGER	11/30/22	LIGHT BULBS WATER PLANT	132.00
			11/30/22	HEATERS FOR WATER PLANT	1,373.46
		HAMPEL OIL	11/18/22	#2 DYED DIESEL @ \$4.1521/G	871.94
		KANSAS DEPT OF AGRICULTURE	11/18/22	PERMIT EXTENSION FEE'S	300.00
		KANSAS DEPT OF HLTH & ENV	11/18/22	TESTING FEES WTR CERTICATI	50.00
		MID-WEST ELECTRIC SUPPLY, INC.	11/30/22	FUSE POTASSIUM MACHINE	51.24
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	AUTOMOTIVE & SHOP SUPPLIES	129.69
		JOHN DEERE FINANCIAL	11/14/22	WOOD HANDLE,ROLLER FRAME	21.96
			11/14/22	DIESEL TREATMENT & START F	38.97
			11/14/22	HORSE PANEL	99.99
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	333.88
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	8.32
		USA BLUEBOOK	11/30/22	LAB CHEMICALS & SUPPLIES	368.00
			11/30/22	LAB SUPPLIES & PH KEYS WTR	401.52
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	477.62
			11/23/22	MEDICARE TRANSFER	111.70
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	81.04
			11/23/22	KPERS CONTRIBUTION	322.52
			11/23/22	KPERS T3 CONTRIBUTION	398.79
				TOTAL:	9,110.70
WATER DISTRIBUTION	ELEC-WATER.-WWTP	A AND A AUTO SUPPLY	11/18/22	RETAINER	11.84
			11/29/22	TRANSMISSION FILTER	46.12
			11/18/22	NAPA GOLD OIL FILTER	45.94
			11/29/22	SK-7000	72.99
			11/29/22	4 PC PRY BAR SET	32.00
			11/29/22	SCREWDRIVER SET 9 PC	17.35
		APAC, INC.-SHEARS	11/30/22	TONS OF CREAM BASE	1,588.90
			11/30/22	FILL SAND	1,497.00
			11/30/22	CREAM BASE	2,118.39

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		BARCO MUNICIPAL PRODUCTS, INC.	11/30/22	FISHER LOCATOR 8" LOOP	595.00
			11/30/22	SHIPPING	19.62
		CENTRAL TANK COATINGS, INC.	11/30/22	CLEAN & INSPECT INTERIOR	2,750.00
		CHEW PLUMBING & HEATING, INC.	11/30/22	1 1/4 BARB MALE	15.96
			11/30/22	HOSE CLAMP	3.88
		VISA	11/21/22	SAMPLE SHIPPED TO KDHE	10.95
			11/21/22	WTR OPERATOR EXAM AUSTIN S	25.00
			11/21/22	MISC OFFICE SUPPLIES	87.65
			11/21/22	MEALS (LUNCH)	22.32
			11/21/22	SAMPLE SHIPPED TO KDHE	10.95
			11/21/22	SUSPENSION HARNESS 6700 SE	120.45
		DITCH WITCH UNDERCON	11/30/22	HOSE, EXTERNAL F7	83.71
			11/30/22	PROSPECTOR NOZ FL-DESK	288.18
		EMERGENCY FIRE EQUIPMENT	11/30/22	HEADLAMP, FLASHLIGHT LED	79.98
		GRAINGER	11/30/22	PK 12 SKIN CONITIONER TUBE	97.14
		HACH COMPANY	11/30/22	ASSY. PACK CHEMKEY,25 PIEC	363.42
		EASY ICE, LLC	11/30/22	SERVICE OF ICE MACHINE	239.00
		KANSAS GAS SERVICE	11/28/22	GAS BILLS 624 W 2ND	81.80
		BORDER STATES INDUSTRIES, INC.	11/30/22	KNIFE POCKET 2-5/8" SHEEPF	44.01
			11/30/22	SALES TAX	15.61
		MUNICIPAL SUPPLY, INC. OF WICHITA	11/30/22	1 1/2"X1 1/4" NL BRONZE HE	9.32
			11/30/22	18"X30 ADAPTER RING	224.90
			11/30/22	3/4" FLAR TAPPER BIMETAL	119.82
			11/30/22	15/16" HOLE SAW CARBIDE	36.34
			11/30/22	6"X20' GJ C900 DR18 CL150	517.60
			11/30/22	1"X3/4" NL REDUCING CPLG 7	36.35
			11/30/22	2" NL FIP X PJ COUP/COP/CT	382.68
			11/30/22	2"X1" NL HEX BRASS BUSHING	42.21
			11/30/22	3/4"CT 250PSI BLUE POLYTUB	640.00
			11/30/22	1" CTS 250PSI BLUE POLYTUB	520.00
			11/30/22	3/4"X4" ANTI-ROTATION BOLT	464.00
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	1 GALLON ANTIFREEZE	34.47
			11/30/22	1QT TRANS FLUID	131.88
		JOHN DEERE FINANCIAL	11/14/22	PIPE STRAP 3/4	4.49
			11/14/22	HOSE CLAMP / SS SCREW NO 4	4.98
			11/14/22	HOSE CLAMP/CARB SCREW NO 5	4.98
			11/14/22	PIPE 4" X 10'	34.99
			11/14/22	HOSE RUBBER 50'/HOSE CLAMP	41.78
			11/14/22	BOOT MUCK	154.99
			11/14/22	TRACTOR & EQUIP ENAMEL SPR	29.97
			11/14/22	OIL ECHO 6.4 OZ 2 CYCLE	54.90
			11/14/22	CAP SLIP,PRIMER,CEMENT PVC	25.17
		REYNOLDS TIRE AND REPAIR	11/30/22	TRAILER TIRE	600.00
			11/30/22	TRAILER TIRE	500.00
		SALINA SUPPLY COMPANY	11/30/22	HYMAX 4" FLIP COUPLING	500.00
			11/30/22	HYMAX 2 6" FLIP COUPLING	690.00
			11/30/22	4X3/4 CC TAP FCC	242.88
			11/30/22	4X1 CC TAPT FCC	242.88
			11/30/22	6X3/4 CC TA[FCC	272.48
			11/30/22	DELIVER FEE	10.00
		AT&T	11/28/22	INTERNET & VOICE BUNDLE	55.24
		SUMNER COMMUNICATIONS, INC.	11/18/22	FIBER SERVICES	66.66
		SUNFLOWER CUSTOM T'S	11/30/22	1 COLOR PRINT WHOLE SALE F	51.30
			11/30/22	1 COLOR PRINT WHOLE SALE B	51.30
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	RENTAL ELECTRIC FLOOR STRI	101.18
			11/30/22	4" CUP GRINDER, SPRAYER 30	41.27

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/30/22	QUICK SET CEMENT	11.99
		VERIZON WIRELESS	11/18/22	WTR DIST TABLET 620-440-18	40.01
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	583.75
			11/23/22	MEDICARE TRANSFER	136.53
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	101.41
			11/23/22	KPERS T3 CONTRIBUTION	902.57
		WESCO RECEIVABLES CORP	11/30/22	WIRE THNN 12 BLUE SOLID CO	380.00
		UNIFIRST CORPORATION	11/30/22	UNIFORM RENTAL	19.79
			11/30/22	UNIFORM RENTAL	19.79
			11/30/22	UNIFORM RENTAL	19.79
				TOTAL:	19,541.80
WASTEWATER TREATMENT	ELEC-WATER.-WWTP	TEMPORARY VENDO	11/30/22	ATS MACHINE SAFETY SOL	85.00
		ATS MACHINE SAFETY SOL	11/30/22	UPS GROUND	18.49
		AQUIONICS, INC.	11/30/22	O-RING	24.50
			11/30/22	PRESSURE SEAL	107.00
			11/30/22	ROLL PIN	10.00
			11/30/22	SHIPPING	21.04
		ASCENSION MEDICAL GROUP VIA CHRISTI, P	11/18/22	EMPLOYEE PHYSICALS	100.00
		BARDAVON HEALTH INNOVATIONS	11/30/22	FUNCTIONAL TEST	75.00
		HEARTLAND ENVIRONMENTAL DISTRIBUTORS,	11/30/22	DEGREASER	2,250.00
			11/30/22	SHIPPING CHARGES	192.45
		KANSAS GAS SERVICE	11/28/22	GAS BILLS OLD WWTP	34.40
			11/18/22	GAS BILLS 1500 E BOTKIN ST	82.96
		KELLY COMPLIANCE	11/30/22	EMPLOYEE DRUG SCREENS	35.00
		MERIDIAN ANALYTICAL LABS, LLC	11/18/22	ELK SAMPLE	115.00
			11/18/22	WASTEWATER SAMPLE	327.00
			11/30/22	ELK SAMPLE	115.00
			11/30/22	ELK SAMPLE	115.00
			11/30/22	WASTEWATER SAMPLE	327.00
			11/30/22	ELK SAMPLE	115.00
		MID-AMERICAN RESEARCH CHEMICAL	11/30/22	LINEN FRESH DEODORANT	67.00
			11/30/22	PUMPKIN PIE DRY AIR DEODOR	86.00
			11/30/22	FREIGHT	15.58
		O'REILLY AUTOMOTIVE STORES, INC.	11/30/22	SCREW EXT	16.99
		POLYDYNE INC.	11/30/22	CLARIFLOC CE-2367	3,726.00
		JOHN DEERE FINANCIAL	11/14/22	ELECTRODE STICK	29.99
			11/14/22	BENCH GRIND WHEEL CRIMP	16.99
			11/14/22	GRINDING WHEEL	17.99
			11/14/22	SOCKET ADAPTER 3/8	11.98
			11/14/22	FLEXIBLE COUPLINGS 3X3	9.99
			11/14/22	WHEELBARROW BIG 4 WHEELER	219.99
			11/14/22	RAINSUIT NYLON 3 PC	49.99
			11/14/22	PLIER TONGUE GROOVE	34.99
			11/14/22	PLUG PVC 1"	9.98
			11/14/22	BUSH HEX	9.98
			11/14/22	BUSHING HEX LF	12.98
			11/14/22	AXE SINGLE BIT - MICHIGAN	33.99
			11/14/22	MISC. HOSE FITTINGS	55.08
			11/14/22	HOSE CLAMP SS NO. 16/SS	8.76
			11/14/22	COUPLING 1 FPT X 1 FPT	5.99
		R.E. PEDROTTI CO., INC.	11/30/22	SERVICE TECHNICIAN	195.00
			11/30/22	SERVICE TECH TRAVEL TIME	195.00
			11/30/22	MILEAGE	56.00
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	44.00
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	315.70

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		MILL CREEK LUMBER OF KANSAS INC.	11/30/22	MISC. PIPE AND SUPPLIES	86.86
			11/30/22	FLUX BRUSH 3.5"	4.14
			11/30/22	3/4X520 TEFLON TAPE	3.99
			11/30/22	BRASS NIPPLE 1/2XCLOSE	4.99
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	1.18
		TRACY ELECTRIC, INC.	11/30/22	T/S PRESS MOTOR REPAIR	195.00
		USA BLUEBOOK	11/30/22	LMI REPAIR KIT	186.00
			11/30/22	FREIGHT	17.11
			11/30/22	CASE OF 12 BLUE MARKING PA	147.90
		VERIZON WIRELESS	11/18/22	LIFT STATION 620-440-0288	40.01
			11/18/22	WWTP TABELT 620-440-0504	40.01
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	476.32
			11/23/22	MEDICARE TRANSFER	111.39
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	80.54
			11/23/22	KPERS CONTRIBUTION	372.01
			11/23/22	KPERS T3 CONTRIBUTION	344.75
		UNIFIRST CORPORATION	11/30/22	UNIFORM RENTAL	19.79
				TOTAL:	11,527.77
NON-DEPARTMENTAL ELECT	ELEC-WATER.-WWTP	HAMPEL OIL	11/18/22	UNLEADED @ \$3.2219/GAL	8,715.24
			11/28/22	GALLONS OF DIESEL @ \$4.332	9,071.42
				TOTAL:	17,786.66
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/SALES TAX	51.47
		VERIZON WIRELESS	11/18/22	UTILITY MI-FI 620-440-0063	40.01
			11/18/22	UTILITIES JETPACK 316-652-	40.01
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	232.99
			11/23/22	MEDICARE TRANSFER	54.48
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	39.33
			11/23/22	KPERS CONTRIBUTION	350.12
				TOTAL:	808.41
CAPITAL IMPROVEMENTS	MULTI-YR CPTL. IMP VISA		11/21/22	SNAP DRAGON CHROMEBROOK	486.65
				TOTAL:	486.65
ELECTRIC DISTRIBUTION	MULTI-YR CPTL. IMP	APAC, INC.-SHEARS	11/30/22	CONCRETE (ELEC DISTR)	128.75
		RCB BANK	11/18/22	LSE PMTHRZ DIRECTIONAL DRI	4,112.37
		WESCO RECEIVABLES CORP	11/30/22	LBS WIRE BARE ACSR 4/0 PEN	8,496.00
			11/30/22	SALES TAX	807.12
			11/30/22	PREFORM WRAPLOCK TIRE	725.20
			11/30/22	SALES TAX	68.89
			11/30/22	FT OF #2 CONCH XLP	4,680.00
			11/30/22	SALES TAX	444.60
				TOTAL:	19,462.93
WATER DISTRIBUTION	MULTI-YR CPTL. IMP	CENTRAL TANK COATINGS, INC.	11/30/22	WORDEN PAINT CLEAN PAINT	74,250.00
		MUNICIPAL SUPPLY, INC. OF WICHITA	11/30/22	3/4" NL COUPLING	78.12
			11/30/22	3/4" STR ELBOW 90 DEG NL	252.00
			11/30/22	2" CTS 250PSI BLUE POLYTUB	558.00
			11/30/22	18"X20' SDR51 PIP 80# PIPE	5,373.00
			11/30/22	CSSUNI-34-NL	320.40-
			11/30/22	CSSUNI-34-NL	205.20-
		PROFESSIONAL ENGINEERING	11/29/22	US 160 BRIDGE WTR LINE	9,000.00
		SALINA SUPPLY COMPANY	11/30/22	SMITH BLAIR 4"X20" FULL CI	654.58
			11/30/22	4X15 FCC-CI DI	324.92
			11/30/22	8X15 FCC-CI DI	442.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/30/22	6 COLLAR FCC	220.99
			11/30/22	2"X7-1/2" FULL CIR SS REPA	243.36
			11/30/22	6"X30" FULL CIR SS REPAIR	380.64
			11/30/22	HYMAX6" GRIP COUPLING	1,740.00
			11/30/22	HYMAX 2 6" FLIP COUPLING	690.00
			11/30/22	6"X7-1/2" FULL CIR SS REPA	387.94
			11/30/22	CURTIS DELIVERY FEE	10.00
				TOTAL:	94,080.73
NON-DEPARTMENTAL	SANITATION LANDFIL	KANSAS PAYMENT CENTER	11/23/22	CHILD SUPPORT	301.85
		CITY OF WELLINGTON	11/23/22	TRANSFER WITHHOLDING	676.63
			11/23/22	FICA TRANSFER	877.86
			11/23/22	MEDICARE TRANSFER	205.32
		CITY OF WELLINGTON	11/23/22	KPERS CONTRIBUTION	92.70
			11/23/22	KPERS T2 CONTRIBUTION	78.66
			11/23/22	KPERS T3 CONTRIBUTION	662.09
			11/23/22	OPTIONAL LIFE	1.95
			11/23/22	OPTIONAL LIFE	1.95
			11/23/22	OPTIONAL LIFE SPOUSE	1.10
			11/23/22	OPTIONAL LIFE SPOUSE	1.10
		CITY OF WELLINGTON	11/23/22	TRANSFER STATE WITHHOLDING	423.85
				TOTAL:	3,325.06
SANITATION COLLECTION	SANITATION LANDFIL	AAA PORTABLE SERVICES, LLC	11/30/22	SINGLE RESTROOM UNIT RENTA	97.75
			11/30/22	SINGLE RESTROOM UNIT	97.75
		ASCENSION MEDICAL GROUP VIA CHRISTI, P	11/18/22	EMPLOYEE PHYSICALS	100.00
		VISA	11/21/22	AMAZON-PARTS FOR WELDER	32.89
		KELLY COMPLIANCE	11/30/22	EMPLOYEE DRUG SCREENS	35.00
		MID KANSAS COOPERATIVE ASSOCIATION	11/30/22	PROPANE	29.80
		JOHN DEERE FINANCIAL	11/14/22	COVERALLS FOR PARKER DODDS	79.99
			11/14/22	STEEL CLAMP	9.99
			11/14/22	WELDING ROD	34.99
			11/14/22	GRINDING & CUTTING WHEELS	34.92
			11/14/22	COVERALLS & GLOVES	57.98
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE	26.00
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	550.50
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	0.64
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	600.95
			11/23/22	MEDICARE TRANSFER	140.56
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	92.56
			11/23/22	KPERS T2 CONTRIBUTION	116.68
			11/23/22	KPERS T3 CONTRIBUTION	707.14
		UNIFIRST CORPORATION	11/30/22	UNIFORM CLEANING	22.56
			11/30/22	UNIFORM CLEANING	20.65
			11/30/22	UNIFORM CLEANING	71.32
				TOTAL:	2,960.62
TRANSFER STATION	SANITATION LANDFIL	H. EXCAVATING LLC	11/30/22	REFUND OVERPAYMENT DEMO	84.92
		HAMPEL OIL	11/18/22	#2 DYED DIESEL @ \$4.1521/G	1,245.63
			11/30/22	#2 DYED DIESEL @ \$4.0221/G	804.42
		HOBBS MECHANICAL, INC.	11/30/22	SERVICE AGREEMENT	140.00
		POTTER SAW SERVICE	11/30/22	LEAF BLOWER & FUEL MIX	158.99
		SUNFLOWER CUSTOM T'S	11/30/22	SWEATSHIRTS/T-SHIRTS	202.00
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	0.82
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	276.91
			11/23/22	MEDICARE TRANSFER	64.76

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	46.34
			11/23/22	KPERS CONTRIBUTION	137.50
			11/23/22	KPERS T3 CONTRIBUTION	274.96
		UNIFIRST CORPORATION	11/30/22	UNIFORM CLEANING	14.88
			11/30/22	UNIFORM CLEANING	53.15
			11/30/22	UNIFORM CLEANING	<u>18.05</u>
				TOTAL:	3,523.33
NON-DEPARTMENTAL	WELLINGTON MUNIC.A AFLAC		11/23/22	AFLAC EMPLOYEE CONTRIB PRE	15.47
			11/23/22	AFLAC EMPLOYEE CONTRIB PRE	15.47
		CITY OF WELLINGTON	11/23/22	TRANSFER WITHHOLDING	200.81
			11/23/22	FICA TRANSFER	122.04
			11/23/22	MEDICARE TRANSFER	28.54
		CITY OF WELLINGTON	11/23/22	KPERS T2 CONTRIBUTION	121.97
		CITY OF WELLINGTON	11/23/22	TRANSFER STATE WITHHOLDING	<u>86.93</u>
				TOTAL:	591.23
WELLINGTON AIRPORT	WELLINGTON MUNIC.A VISA		11/21/22	AWOS PHONE	16.97
			11/21/22	OIL FOR SALE	110.64
			11/21/22	SUPPLIES FLY KANSAS AIR TO	64.18
			11/21/22	POSTAGE RRNT LOST FUEL CAP	44.12
			11/21/22	COFFEE & SUPPLIES	42.84
			11/21/22	WIND SOCK REPLACEMENT	169.00
			11/21/22	LIGHT BULBS	161.64
			11/21/22	DONUTS-FLY KANSAS TOUR	295.65
		RURAL WATER DISTRICT #2	11/29/22	WTR SERVICE 11/1-11/30/22	58.00
		SUMNER COMMUNICATIONS, INC.	11/18/22	INTERNET SERVICE/DIGITAL B	48.00
		SYN-TECH SYSTEMS, INC.	11/28/22	FUELMMASTER STANDARD MAINT	1,275.00
		TOUCHTONE COMMUNICATIONS	11/18/22	LONG DISTANCE	0.64
		VERIZON WIRELESS	11/28/22	CELL PHONE 620-440-2213	41.41
		WAXIE SANITARY SUPPLY	11/30/22	MULTIFOLD PAPER TOWEL	27.89
		CITY OF WELLINGTON	11/23/22	FICA TRANSFER	122.04
			11/23/22	MEDICARE TRANSFER	28.54
		CITY OF WELLINGTON	11/23/22	KPERS INS CONTRIBUTION	20.33
			11/23/22	KPERS T2 CONTRIBUTION	<u>180.92</u>
				TOTAL:	2,707.81
TRANSFER STATION IMPRO	SANITATION IMPROVE	ALLIED ENVIRONMENTAL	11/30/22	TRANSFER STATION DESIGN	10,000.00
			11/30/22	TRANSFER STATION DESIGN	2,360.80
			11/30/22	ENGINEER & CONSTR.ADMIN	2,964.50
		CONCO	11/30/22	TRANSFER STATION BLDG	61,850.06
		SALINA SCALE SALES AND SERVICE, INC.	11/30/22	STEEL-DECK SCALE	8,692.00
			11/30/22	STEEL-DECK SCALE	10,642.00
			11/30/22	STEEL-DECK SCALE	<u>1,900.00</u>
				TOTAL:	94,609.36
POLICE	POLICE VIN FUND	ADVANTAGE COMMUNICATIONS INC.	11/30/22	INSTALL NX MOBILE RADIOS	840.00
			11/30/22	REPROGRAM PORTABLES	240.00
			11/30/22	NXDN PROGRAMMING	120.00
			11/30/22	TRIP CHARGE	35.00
			11/30/22	DISCOUNT	195.00
		VISA	11/21/22	VIN INSPECTION FORMS	200.00
			11/21/22	CHRISTMAS DECORATIONS	130.61
			11/21/22	CHRISTMAS TREE DEPARTMENT	<u>218.99</u>
				TOTAL:	1,589.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	CLAIMS	COURT BOND REIMBURSEMENT KANSAS STATE TREASURER	11/16/22	CITY VS TAMMY WOODARD #22M	500.00
			11/30/22	REINSTATEMENT FEE	122.00
			11/30/22	JUDICIAL EDUCATION	32.00
			11/30/22	LAW ENFORCEMENT	534.12
			11/30/22	COMMUNITY CORRECTIONS	110.82
			11/30/22	SEAT BELT SAFETY FUND	<u>20.00</u>
				TOTAL:	1,318.94
NON-DEPARTMENTAL	SCCDAT GRANT	WELLINGTON RECREATION COMMISSION CITY OF WELLINGTON CITY OF WELLINGTON	11/23/22	EMPLOYEE CONTRIBUTIONS	9.00
			11/23/22	EMPLOYEE CONTRIBUTIONS	9.00
			11/23/22	TRANSFER WITHHOLDING	303.61
			11/23/22	FICA TRANSFER	210.49
			11/23/22	MEDICARE TRANSFER	49.23
			11/23/22	TRANSFER STATE WITHHOLDING	<u>119.60</u>
				TOTAL:	700.93
DFC GRANT	SCCDAT GRANT	SCCDAT CITY OF WELLINGTON	11/30/22	WELLINGTON DAILY NEWS AD	105.00
			11/30/22	KANOKLA PROMO VIDEO	630.00
			11/30/22	CHAD ANDRA TAXES	620.00
			11/30/22	CADCA EGISTRATION	1,810.00
			11/23/22	FICA TRANSFER	210.49
			11/23/22	MEDICARE TRANSFER	<u>49.23</u>
				TOTAL:	3,424.72
GOLF	WELL. MUNI. GOLF C MILL CREEK LUMBER OF KANSAS INC.		11/29/22	SOD CUTTER	88.00
			11/29/22	REBAR/CONCRETE FORMS	1,142.83
			11/29/22	REBAR	36.94
			11/29/22	SHEATHING FOR CONCRETE	<u>95.96</u>
				TOTAL:	1,363.73
AIRPORT IMPROVEMENTS	WELLINGTON AIRPORT LOCHNER		11/28/22	ENGINEERING SERVICES GRNT	<u>6,462.00</u>
				TOTAL:	6,462.00

===== FUND TOTALS =====

001	GENERAL FUND	165,794.56
112	AMBULANCE & FF EQUIPMENT	2,875.00
114	EMPLOYEE BENEFIT CONTR	440.00
115	SPECIAL LIABILITY EXPENSE	18,461.04
121	HOSPITAL SALES TAX FUND	132,589.55
134	SPECIAL PARKS & RECREATIO	931.50
324	EQUIPMENT RESERVE	9,559.69
325	CAPITAL IMPROVEMENT	13,875.89
327	AMERICAN RESCUE PLAN	4,768.00
328	PLUM STREET WATERLINE	8,810.00
402	GOLF COURSE	7,219.92
415	ELEC-WATER.-WWTP	809,372.08
425	MULTI-YR CPTL. IMP.&EQUP.	114,030.31
430	SANITATION LANDFILL UTILI	9,809.01
441	WELLINGTON MUNIC.AIRPORT	3,299.04
504	SANITATION IMPROVEMENT	94,609.36
505	POLICE VIN FUND	1,589.60
601	CLAIMS	1,318.94
603	SCCDAT GRANT	4,125.65
608	WELL. MUNI. GOLF CRSE TRU	1,363.73
619	WELLINGTON AIRPORT FAA GR	6,462.00

 GRAND TOTAL: 1,411,304.87

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF WELLINGTON
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/11/2022 THRU 11/30/2022

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL R E P O R T 11/11/2022 - 11/30/2022
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

November 30, 2022

TO THE HONORABLE MAYOR AND COUNCIL:

On November 30, 2022 we received funds from the Kansas State Treasurer that represented our portion of the Local Retailer Sales Tax and Local Consumers Compensating Use Tax Funds remitted to the state in October 2022.

The following is the breakdown between Local Retailer Sales Tax and Compensating Use Tax:

SALES – \$224,558.28 USE - \$40,582.78

The following deposits were made:

General Fund Local Retailers Sales Tax – \$112,260.12

General Fund Local Compensating Use Tax - \$20,291.39

Hospital Sales Tax Fund - Local Ret Sales Tax – \$112,298.16

Hospital Sales Tax Fund - Local Comp Use Tax - \$20,291.39

Received year to date in the Hospital Sales Tax Fund:

Sales Tax - \$1,108,703.97

Comp Use Tax - \$216,259.88

Respectfully submitted,

Mary M. Green
City Treasurer

October 2022 WRC Board Meeting Notes



October 25, 2022

Call to Order / Roll Call – The meeting was called to order by WRC chairman, Hankie Holefelder at 7:05 am with the following members and staff present: Hankie, Betty Zeka, Tami McCue, John Brand, Erma Ratliff, Cody White and Tanner Ford.

Minutes / Income and Expenditures – Betty made a motion to approve the expenditures and minutes and Tami seconded. All said aye. Motion carried.

Board Member Report – Erma commented how well she thought the youth volleyball season went. She liked how the high school kids interacted and helped with the youth players.

Erma also questioned about the baseball league or organization that Ryan Jenkins is putting together. Tanner has been in contact with both Ryan and coaches and we are hopeful we'll all work together.

Old Business – One board member application was received and that was from current board member, Tami McCue. Betty moved to accept her application, seconded by John, all said aye.

A public parks input meeting was held on Wednesday, October 5th. A Pickle Ball court was the hot topic, so locations will be discussed. Jefferson Park is a possible location. Paving Hillside from H Street to the entrance of Worden Park was the other main topic. Cody mentioned a city council member talked to him after the meeting and asked him what the next step would be. Talking about the topic and gaining steam at city council meetings will at least keep the topic fresh on all minds.

New Business –

Fall programs coming up are a snowman tea light pottery class taught by Amy Groom. It will take place on Nov 7 and 14th. The youth day camp that we held had 37 kids in attendance.

Cody presented prices for a new floor scrubber for Memorial Auditorium. There is hope the cost can be split with the city and memorial auditorium. One price is \$3,274.67 for 14 inch machine and \$4,468.00 for an 18 inch machine.

Public relations: Tanner hosted a tailgate party for middle school students before a home football game. Fitness membership and program donations were made to the Toy Run and the Pheasants Forever banquet.

Middle school dance will be held on October 29th. This will make our first dance without longtime DJ, Brad Ewing.

Wellington Recreation Foundation: A \$2000 max scholarship will be given out starting with the graduating class of 2023. The foundation board would like to host a beer and wine tasting in March that will coincide with March Madness.

Cody gave up update on receiving funds directly from the county, instead of filtering through the school district. Debbie Norris is looking in to this and will report back on what information she gathers if this is something that can be done.

Cody mentioned the staff will be brainstorming locations and will give ideas at November's board meeting

Program Review –

Tanner: Volleyball and flag football both ended on October 15th. Both seasons went pretty smooth. Wellington hosted the tournament for the younger age group. Flag football will look at tweaking a few rules going forward, mainly the length of games due to falling behind on start times on game days. A coed softball tournament was held on Saturday October 8th with 7 teams participating. Most teams were from outside of Wellington. The winning team donated their winnings (\$300) back to the WRC. Cornhole league and tournaments are coming up and not much interest has been shown for either. A coed volleyball tournament is scheduled for Saturday November 12th. One team is signed up and interest is there and looks positive for taking place. Youth basketball is getting ready to start. Practices will begin the week of November 7th. Wellington will have a total of 26 teams across all age groups. The league has grown since we have partnered up with Winfield. Belle Plaine is looking to possibly rejoin our league. Tanner is still in talks with their sports supervisor.

Cody: The city is looking at the possibility of going through American Leak Detection to fix the leaking issues. The city was looking to do this in house, but with staff shortages, the task is much greater than previously thought. The debt service payments for the parking lot will start in November. The file sharing drives we have used for years both crashed on us. Sumner Communications reported these files are not recoverable, so a second opinion will be sought.

At 8:02 am, a motion was made by Erma and seconded by Betty to enter into executive session for a matter of 10 minutes to discuss non-elected personnel. The meeting will have the full board and Cody in attendance. At 8:12 am, Cody was excused from the meeting and the executive session was extended by 10 minutes. At 8:20 am, Cody was brought back in to the meeting. At 8:22 am the board reconvened into open session, with no binding action taken. At 8:25 am, Betty made a motion to adjourn the meeting, seconded by John, all said aye.

Next scheduled board meeting will be Tuesday, November 22nd, 2022.

Respectfully submitted by Cody White

Wellington Planning Commission

City of Wellington, KS
Minutes of the Meeting
September 27, 2022

Members Present: *Marvin White, Pat Fink, Ty Sober, Jennifer Heersche, Stacy Davis, Tracy McCue*

Members Absent:

Staff Present: *Jamie Cornejo-City Building Official*

Rachelle Thompson-City Planner

Guests Present: Rick Roitman

ROLL CALL

Marvin White called the meeting to order at 6:00 p.m. Roll call was taken with five (5) members present. Tracy McCue arrived a few minutes later.

APPROVAL OF MINUTES

Marvin White took a motion to approve the minutes as presented. Ty Sober made a motion to approve the minutes as presented, Seconded by Pat Fink. Minutes were approved unanimously.

REPORTS OF COMMISSION OFFICERS AND STAFF

The Building Permit Report for August 2022 had been included in the Agenda. No Discussion

OLD BUSINESS

Board Member Stacy Davis inquired with City Staff on Land Bank Development and wanted more feedback from the Planning Commission Board. She would like to see more “movement” on this subject and would like to have this discussion placed on a future item to be discussed further. Ms. Davis stated that she has talked with several developers on this subject and stated the city needs to get aggressive and try to meet the demand for any type of development that may come the city’s way. Stated that the developers were in a “holding pattern” and wanted the Planning Commission to get started with moving forward sooner rather than later. Board Member, Ty Sober, agreed and feels the Planning Commission should get more involved on this type of venture. Board Member, Pat Fink stated that he felt if any of these developers felt they were in a “holding pattern” position, there was nothing holding them back from acquiring property to develop. City Planner, Rachelle Thompson, stated that Land Bankland banks can accept any properties approved by its board members including residential and commercial, as well as vacant lots and properties available at tax sale. Other possibilities for land bank properties would include R-1 condemnations and non conforming lots that have been left to sit due to the inability of the owner to rebuild according to Sec. 40-146. - Intensity of use regulations Board Member Fink questioned if these types of parcels could be Land Bank. City Planner Thompson stated that ownership still lies with the original owner until the owner makes a formal declaration to the city to donate to the Land Bank. Once acquired, the Land Bank will assume all maintenance of the said property, i.e. mowing, insurance, taxes, etc. Board Member Davis stated that there is grant money available for start-up of Land Bank in communities and that the city should take advantage of this opportunity. Board Member Fink wanted to know would these proposed land bank acquisitions go towards Low Income Housing. Staff would need to look into that issue when putting the Land Bank together. City Planner Thompson told the board that she had a presentation to be given at a scheduled City Council Work Session. This will begin discussion on the land bank footprint with possible changes to city ordinances for non-conforming lots and Board of Zoning Appeals function on the matter. All Planning Commission Board Members were invited to the Work Session to hear the presentation. City Staff plans to bring all that information introduced at the council work session to the next scheduled Planning Commission meeting.

NEW BUSINESS

Presentation of Proposed Ordinance Change ~ Jamie Cornejo, City Building Official presented to the Planning Commission the formal proposed changes to existing zoning ordinances regarding “Community Residential Facilities' ". Board Member Sober wanted clarification on the definitions of “Community Residential Facilities. City

Planner Thompson read and interpreted the proposed definitions for each to the board. Board Member Sober had reservations in allowing these types of facilities inside residential areas and would like to see these types of facilities regulated to CO-Commercial/Office or L1- Light Industrial. City Planner Thompson explained to the board that these recommendations were approved by our City Attorney and advised Staff on any proposed changes to the ordinances needs to be carefully considered since the City could be held liable for any perceived discriminatory language used in the ordinance. Board Member Sober questioned the City Attorney's interpretation of the proposed changes and location of these facilities. Board Member Sober made a formal request that City Attorney, Shawn Dejarnett, be present at the next scheduled Planning Commission Meeting. Board Member Davis agreed and City Staff will contact the City Attorney to be present to honor the request. Board Chair, Marvin White, opened the public hearing. Without discussion, Board Chair White then closed the public hearing and asked for motion to approve ordinance changes as presented. No motion was made. Board Chair White made a motion to deny proposed changes at this time and table discussion to recommend facilities be placed within CO Commercial/Office and/or I1 Light Industrial Zoning Classifications. Motion was seconded by Stacy Davis, with all board members present voting unanimously for denying the changes and tabling to next meeting.

ADDITIONAL BUSINESS

No additional business

ADJOURN

Marvin White moved to adjourn the meeting, seconded by Pat Fink with all in favor.
The meeting adjourned at 6:42 p.m.

Respectfully Submitted,
Jamie Cornejo, Building Official

Wellington Planning Commission

City of Wellington, KS
Minutes of the Meeting
November 22, 2022

Members Present: *Marvin White, Pat Fink, Ty Sober Tracy McCue*

Members Absent: Jennifer Heersche

Staff Present: *Jamie Cornejo-City Building Official*

Rachelle Thompson-City Planner

Guests Present: *Jeff Porter, City Manager*
Shawn Dejarnett, City Attorney
Guy Leitch, City Councilman

ROLL CALL

Marvin White called the meeting to order at 6:04 p.m. Roll call was taken with four (4) members present.

APPROVAL OF MINUTES

Marvin White took a motion to approve the minutes as presented. Pat Fink made a motion to approve the minutes as presented, Seconded by Ty Sober. Minutes were approved unanimously.

REPORTS OF COMMISSION OFFICERS AND STAFF

The Building Permit Report for September & October 2022 had been included in the Agenda. No Discussion. City Staff announced that Board Member, Stacy Davis, tenured her resignation from the Commission Board, effective immediately. City Officials will begin the search for a replacement in earnest.

NEW BUSINESS

City Planner Rachelle Thompson reported to the Planning Commission on the subject of Non-Conforming Lots and City's Plan to bring them back into a economic role for the community. Ms. Thompson stated that she has been approached by (3) three potential developers interested in developing some land properties deemed to be non-conforming. These lots fall short of the required square footage for a residential classification. Ms. Thompson presented a "checklist" to the Commission Board regarding how lot coverage can be determined and with some ordinance changes, could be used to effectively bring these types of lots back into a developmental stage. Currently, these lots become dormant and vacant and are left to the owner or, on occasion, city staff for general maintenance. This "checklist" was developed and used by a city similar in size to ours. Chair, Marvin White, asked staff regarding a distinction between area of property being used to total land use available. City Manager, Jeff Porter, stated to the board that lot coverage is based only on out-buildings. City Zoning & Building Codes do not apply to residential buildings. Full discussion with Board and City Staff regarding determining setbacks, and how they would be calculated. Board Member, Ty Sober, commented that he liked the concept of the 'checklist' and looked forward to the city implementing the process. City Planner Thompson stated to the Board that the "checklist" is not set permanently and that the "checklist" can be manipulated to fit the city's needs. Board Member Fink stated he would like the city to keep current setback numbers as they are currently. Said he does not want to see new structures encroaching too close to current structures. Board Member McCue, asked staff if any special zoning classifications would be needed for these non-conforming lots. City Staff stated at this time, no new classifications would be needed, but could be an option if needed. The City Planner gave an explanation on how the process could work, and the applicant would submit it to the City Building & Codes Department for Planning Commission consideration depending upon R-1 and R-2 classification lots and how they are currently positioned amongst compliant zoned lots. Councilman Leitch, commented that he would like to see us change the ordinance on lot coverage requirements to allow for "Tiny Homes" to be built. Discussion on if these "Tiny Home" developments would be restricted to certain areas of the city. City Staff would look into that question and bring that information back to the Commission Board after some research. City Planner Thompson stated that a trial run to apply the "checklist" concept would be mostly geared to R-1 Single Family District. City Staff would try to set up the application process to be simple so more people would be enticed to take advantage of the proposed changes in lot coverage. City Planner Thompson concluded the discussion that this "checklist" only applies to main residences, does not include Porches, Decks, etc. City Staff will start working on the implementation and what changes would be needed to get this concept started. Discussion then turned to the Proposed Land Bank

for the City. City Planner Thompson spoke to the board on how a land bank could play a role in economic development for the city. City Planner Thompson spoke specifically on gathering individuals to make up a Land Bank Board. Who would make up this board, Private Investors, Citizens. Would City Staff be eligible to have a seat on this board. City Planner Thompson stated that it usually takes (2) two years to get a land bank established. Discussion on how the Land Bank would be funded either through donations or grants that may be available through the State of Kansas. Funding does not just include monies, but could be land. City Staff will work with Sumner County Economic Development on grant funding. Board Member Sober, asked staff if Tax Sale Properties could be utilized and can Staff work with these specific owners of these properties to donate to the land bank as an alternative to going to Tax Sale. Taxes could be abated if land is donated. City Staff will research and present findings to the Commission Board at a future meeting.

OLD BUSINESS

City Staff presented material to the Planning Commission Board material pertaining to “Community Residential Facilities” and their potential permitted use within the city limits. At the Board’s request, City Attorney Shawn Dejarnett gave a synopsis of allowing these types of facilities within our city limits. Definitions and practical uses were discussed and after discussion, City Staff would meet with City Attorney Dejarnett and put together an ordinance change that all could be acceptable to all parties involved.

ADDITIONAL BUSINESS

Reminded Planning Commission Board that a “Special” Planning Commission Meeting is scheduled for December 1, 2022 @ 6pm. All members present stated they would be in attendance.

Board Member Sober asked City Staff regarding our scheduled Planning Commission Meeting set for December 27th, if no formal requests and no matters are pressing, would it be possible to cancel the meeting all together since so close into the holiday season. Discussion followed, will revisit at the next available meeting time and address this proposition formally.

ADJOURN

Ty Sober moved to adjourn the meeting, seconded by Pat Fink with all in favor.
The meeting adjourned at 6:58 p.m.

Respectfully Submitted,
Jamie Cornejo, Building Official

Park Board (*Special Meeting*)

PUBLIC INPUT MEETING ~ PARK SYSTEM IMPROVEMENTS

City of Wellington, KS

Minutes of the Meeting

OCTOBER 5, 2022

Members Present: Annarose White, Council Member Robert Hamilton, Sandy McNevin, Pam Hinman

Members Absent: Roy Kabureck

Staff Present: Jeremy Jones-Director of Public Works, Tracy Thomas-Admin Asst
Seth Henton-Park Supervisor

Guests Present: Cody White-WRC
See Attached Sign-in Sheets (2)

CALL TO ORDER

Director Jones called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited and attendance was taken with three (3) Park Board Members present. Pam Hinman arrived at 6:37 p.m.

APPROVAL OF MINUTES

A motion was made by Robert Hamilton to approve the minutes of the September 12, 2022 meeting, seconded by Annarose White with all in favor.

PUBLIC INPUT MEETING ~ PARK SYSTEM IMPROVEMENTS

Director Jones provided information on the City Park System, including park locations/facilities, staffing, responsibilities and budget. Maintenance and improvements budgeted for 2022 were discussed including shale at the ballfields, replacement of netting at Hibbs-Hooten ballfield, culvert extensions for the walking bridge at Donut Bay, pier maintenance at Hargis Watershed and the addition of picnic tables at the various locations. Information was provided on the City's 5-Year Plan for the parks, including adding filter sand to the Aquatic Center, building maintenance at the Lake, new restroom partitions in the Go-Kart restroom at Worden Park, sidewalk at Donut Bay, stadium fans at Hibbs-Hooten, tree spade, prefabricated shelters at the Lake, a sprayer, rocking shorelines at the Lake and improving camping pads. Possible other future projects include a fishing dock at Hargis Watershed, improvements to Worden Park irrigation, metal roof on the shelters at Century Park and at Woods Park, new camping areas at the Lake, renovations to the Loga Vista Girl Scout Cabin at the Lake, various playground improvements and rental cabins at the Lake.

Director Jones stated that there were Park Donation Policy Brochures, comment sheets and his business cards available on the tables in the back of the room and he asked that everyone in attendance be sure to sign in on the sheets available.

Director Jones stated that he has been receiving several questions regarding dredging Donut Bay. Director Jones and Staff have looked at this area numerous times recently and have determined the crust is not very thick and would not accommodate the equipment necessary to perform the dredging. At this time, due to the conditions of the area and the significant cost involved, there are no plans to dredge it.

Director Jones opened the meeting for public comments/questions. Sue Denny stated that she moved back to Wellington recently and was disappointed that we do not have a pickleball court here. She is very involved in this sport and feels it would be very beneficial to our community. Director Jones stated that the Park Board and City Staff have discussed adding a pickleball court and are looking into options for locations.

Mike Kelley commented that Worden Park is a great facility but needs improvements on the road to reduce dust

and traffic issues. Director Jones stated that Hillside Avenue has been a topic of discussion for many years. It would require a substantial road and possible widening. The 2023 Budget has already been approved, therefore the earliest these improvements could be considered by the City Council would be when the budget process begins in February for the following year. This would require involvement from the City Manager and City Council for approval to move forward. Cody White-WRC Director reiterated the need for improvements to Hillside Avenue and added that Worden Park is a "hidden gem" used for many sports activities. Field 4 is an open space on the Northwest side and is currently used for practice. They would like to see that area improved to a playing field. The canopies over the stadium seats have been a nice addition.

Bob Leftwich served on the original Worden Park development committee. He commented that the original plan included more improvements than have been completed to date. He added that Worden Park is a "billboard" for our community. Additional discussion was held regarding Worden Park. A suggestion was made to add more trees and shade structures. The Park Department has been removing a significant amount of trees in the parks due to pine rot. New trees are being planted but will take time to develop. Shade structures are incorporated in the 5-Year Plan. A suggestion was made to reach out to the welding classes at the High School and Cowey College for assistance on prefabrication of these structures by the students.

Erma Ratliff inquired about outdoor fitness centers at Woods Park/Donut Bay. Director Jones stated that this has been considered in the past. He and Park Supervisor Henton attended a webinar recently regarding grants available through BCBS on this type of equipment, however the remaining cost that would be required from the City was significant and not within the current budget. Erma Ratliff also inquired about the development of a splash pad. She stated that smaller cities around Wellington have installed splash pads. Robert Hamilton stated that the Wellington Parks Special Development Committee had initially promoted the idea of a splash pad, but due to negative feedback, they had focused their attention on the proposed improvements for Heritage Plaza. Annarose White added that if anyone is interested in pursuing the development of a splash pad, they could organize a sub-committee to develop a proposed plan. Director Jones provided information regarding the leak detection company that had recently inspected the Aquatic Center and determined areas that need to be repaired. Staff is currently waiting on a quote from this company for the repair work.

Sandy McNevin addressed the concern for A.D.A. accessible playground equipment. She stated that the Park Board has had recent discussions on this topic. Director Jones added that Park Supervisor Henton has been working on proposed ideas for playground equipment additions/improvements, including accessible equipment.

A question was presented on plans for improvements to Woods Park Dam. Director Jones stated that an engineering firm has provided a preliminary report on options for this area. Terry Nunemaker inquired about approval from the Division of Water Resources. Director Jones replied that the Woods Park Dam is not on the list with the Division of Water Resources, however repairs will need to be made in the near future to prevent issues with Slate Creek.

Betty Zeka expressed appreciation to the Park Department for their maintenance of Century Park. Several in the audience agreed this is a beautiful park and is used very frequently for walking/running. Betty Zeka asked if a sign could be installed at the park to indicate the distance of the walking trail.

A suggestion was made by a young gentleman regarding installing lights at the Skate Park. Director Jones stated that this was a good idea. When the park was initially built, the surrounding neighbors were opposed to lighting, however this topic can be revisited. Director Jones gave the young gentleman a business card and asked him to make contact to discuss further.

Annarose White encouraged the public to attend Park Board meetings, which are held on the 2nd Monday of each month at the Public Works Department. Many of the ideas presented this evening will require community support and group efforts to make them happen. Director Jones stated that developing parks takes time and logistics. He encouraged people to contact him by phone or by email with any concerns, suggestions or questions. Email provides better documentation and follow-up. He added that the City welcomes volunteers,

individuals or civic groups, to assist with maintenance and improvements. Director Jones encouraged everyone to check the City's website for any information or to make contact with his office. Bob Leftwich stated that there may be American Rescue Plan funds that would be available to the parks. Director Jones stated that the City Council has presented a substantial list of types of projects for ARPA funds.

Mark Goodrum stated that Wellington was once known for having the most parks per capita than any place in Kansas. He expressed the importance of parks. He expressed various concerns, including the need for better entrances to town, Hillside Avenue and the roundabout. Director Jones stated that anything placed in the roundabout requires KDOT approval. A recent plan to install multiple limestone signs for the community in the roundabout had been reduced to the approval of one sign per KDOT due to new regulations regarding placement of structures in KDOT rights-of-way. Director Jones stated that this topic is an ongoing discussion. Several audience members complimented the Rotary Club for planting the tulips in the roundabout.

Director Jones reviewed the Donation Policy Brochures, which were available at the meeting. He stated that the donation of benches by WHS classes has been a very nice addition to Century Park and other areas and the City would like to see more of those benches donated for various locations.

A comment was made regarding not seeing our parks utilized by children as much as they should be. The suggestion was made to update or replace some of the equipment.

Director Jones thanked all those in attendance, on behalf of the Park Department, City Staff and City Council. He added that having these public meetings is very beneficial for both the community and the City.

ADJOURN

Sandy McNevin moved to adjourn the meeting, seconded by Annarose White with all in favor.

Meeting adjourned at 8:00 PM.

Memorial Auditorium Board

City of Wellington, KS ~ Minutes of the Meeting

NOVEMBER 3, 2022

Members Present: Mark Green, Tony Stringer, Kevin Dodds, Pam Hinman, Pete Zavala
Members Absent: N/A
Staff Present: Jeremy Jones-Director of Public Works
Guests Present: Valerie Earl-Chamber

The meeting was called to order at 5:30 p.m.

APPROVAL OF MINUTES

Kevin Dodds moved to approve the minutes from the October 6, 2022 regular meeting and the October 20, 2022 Special Meeting, seconded by Pete Zavala with all in favor.

OLD BUSINESS

Logan Mize

The Board discussed final details for the upcoming Logan Mize concert. The radio ads have started and approximately eighty (80) tickets have been sold so far.

NEW BUSINESS

Board Members discussed having the Veteran's Room open for tours on Veteran's Day next Friday. Pam Hinman will assist on that day from 11:00 a.m to 1:00 p.m. and Pete Zavala will assist from 1:00 p.m. to 2:00 p.m.

Cody White had asked if the Memorial Auditorium Board would consider participating in the expense for a new floor scrubber for the building. Additional discussion will be held at a later date.

REPORTS

The Board discussed reviewing the Chamber/WRC Contract for the Memorial Auditorium regarding duties and expenses.

ADJOURN

The meeting adjourned at 6:05 P.M.

Board of Zoning Appeals

City of Wellington, KS

Minutes of the Meeting

JANUARY 13, 2022

Members Present: John Lloyd, Marvin White, Sandy McNevin, Jane Cole
Members Absent: None
Staff Present: Jamie Cornejo-Zoning Official, Jeremy Jones-Director of Public Works
Tracy Thomas-Admin. Asst.
Guests Present: Trina Young, Heidi Theurer

ROLL CALL

John Lloyd called the meeting to order at 8:15 a.m. Roll call was taken with four (4) members present.

APPROVAL OF MINUTES

Sandy McNevin moved to approve the minutes of the September 30, 2021 meeting, seconded by Jane Cole with all in favor.

SPECIAL USE PERMIT REQUEST (Trina Young-233 South Ridge Rd.-Dog Kennel/Boarding Facility)

Jamie Cornejo presented a summary of the request from Trina Young for a Special Use Permit to operate a dog kennel/boarding facility on property located at 233 South Ridge Rd. The property is located just Southwest of the City limits and contains 9.5 acres which meets the minimum required of 2-acres for a dog kennel. This use is permitted in A-L Agricultural District, which is the current zoning of the subject property, under the condition of a Special Use Permit approved by the Board of Zoning Appeals. Mr. Cornejo and the Building Official met with the property owner on-site. Mr. Cornejo stated that the facility that has been constructed on the property meets the setback and placement requirements and is very impressive. The dogs will have outside runs but will be kept inside at times, which will minimize any noise/barking concerns. Publication was made in the official newspaper and notices were distributed to affected property owners as required. City Staff has received no concerns or objections. City Staff is recommending approval of this Special Use Permit, as presented. The applicant, Trina Young, was in attendance for any questions.

Sandy McNevin asked if the facility will accommodate rescued animals or only boarding animals. Ms. Young stated that the purpose of the facility is to board dogs for people when on vacation but taking in rescue animals would depend on if she can accommodate them. There are currently ten (10) kennels available. Ms. Young invited the Board to visit the facility if they wish.

John Lloyd opened the public hearing and entertained any comments. With no comments presented, the public hearing was closed. Jane Cole moved to approve the request as presented, seconded by Sandy McNevin. Director Jones asked for clarification of the motion as to whether there would be any additional requirements along with the approval. Jane Cole amended her motion as approval of the request as presented and under the current regulations of the Zoning Ordinance with no additional stipulations. Sandy McNevin seconded the amended motion. All were in favor.

Sandy McNevin confirmed with City Staff that the owner would be able to add onto the facility in the future as long as required setbacks are met.

ADDITIONAL BUSINESS

No additional business was presented.

ADJOURN

Marvin White moved to adjourn the meeting, seconded by Jane Cole with all in favor.

Meeting adjourned at 8:22 a.m.



Media Release

From: Heidi Theurer, City Clerk

Date: November 21, 2022

Re: Public Service Announcement – Planning Commission Vacancy

The application period for two vacancies on the Planning Commission has been extended to 5:00 p.m. on January 5, 2023.

One appointment will be for the remainder of the term, which expires April 30, 2026. This position shall reside outside of, but within the three miles of the corporate limits of the City.

One appointment will be for the remainder of the term, which expires April 30, 2024. This position shall reside within the City limits.

The Planning Commission establishes regulations restricting the use of land and the locations of buildings and structures within the City. This includes restricting height and bulk of buildings and structures, the area of yards, courts and other places surrounding them, and restricting the density of the City's population. Each of the seven members of the Planning Commission, two of which shall reside outside of, but within the three miles of the corporate limits of the City, is appointed by the Mayor, with consent of the City Council, and serves a four-year term. The Planning Commission meets on the fourth Tuesday of each month.

Anyone interested in being considered for appointment to the position should submit an application to the City Clerk's Office by 5:00 p.m. on January 5, 2023. Applications submitted will be considered by the governing body. The application form is available in the City Clerk's Office, or is available on the City website (www.cityofwellington.net) on the Board and Commissions page.

For questions or additional information, please contact Heidi Theurer, City Clerk/Finance Director; phone 620-326-2811.



MEDIA RELEASE

To: MEDIA & CITY DEPARTMENTS
From: Jeremy M. Jones, Director of Public Works
Date: November 21, 2022
Re: COMPOST SITE - Winter Season Hours

The Compost Site will be open regular hours through and including Saturday ~ November 26th, EXCEPT for **Thursday ~ November 24th for the Thanksgiving Holiday.**

Beginning **Saturday ~ December 3rd**, the Compost Site will be open on **SATURDAYS ONLY** (8:00 a.m. to 4:00 p.m.) through the month of December and will be open **Saturday ~ January 7, 2023.**

The Compost Site will then close for the Season until the first Saturday in March (March 4, 2023).



317 South Washington
Wellington, Kansas 67152
(620) 326-3871

Permit Report

11/1/2022 - 11/30/2022

Permit Date	Parcel Address	Total Fees	Permit Type	Description	Valuation
11/29/2022	52 W WESTBOROUGH RD, Wellington, KS 67152	\$263.10	Building	New 32'x 48' Garage	50,000.00
11/22/2022	421 W WALNUT ST, Wellington, KS 67152	\$5.00	Building	New Fence Build	0.00
11/21/2022	215 N G ST, Wellington, KS 67152	0.00	Demolition	Demo 10x10 Shed	0.00
11/18/2022	501 W 11TH ST, Wellington, KS 67152	\$269.20	Building	New Solar Install	52,177.00
11/16/2022	189 S ROLLING HILL RD, Wellington, KS 67152	\$10.00	Zoning	Building Attached Garage (25x50)	0.00
11/10/2022	1308 N WASHINGTON AVE, Wellington, KS 67152	\$5.00	Building	New Fence Build	0.00
11/7/2022	213 E 15TH ST,	\$356.52	Building	New Solar Panel Install	83,364.00

	Wellington, KS 67152				
11/7/2022	723 W 7TH ST, Wellington, KS 67152	0.00	Demolition	Demolition of Residence	0.00
11/2/2022	1411 N C ST, Wellington, KS 67152	\$125.26	Building	New Solar Install	18,421.00
		\$1,034.08			203,962.00

Total Records: 9

11/01/2022 - 11/30/2022

Case #	Address	Violation	Complaint	Status (custom)
4686	902 E 9th	Dangerous Structure	Structure Fire	Open
4685	1221 N A St	Dangerous Structure	Structure Fire	Open
4684	415 E Maple	Excessive Debris	Remove the lawn mowers, couch cushions, scrap metal, bicycle parts, car parts and other debris from the property.	Open
4683	1003 N Jefferson Ave	Sec. 40-620. - Parking Requirements.	White truck is being parked in the front yard instead of driveway or street parking.	Open
4682	215 S H St	Dangerous Structure	Multiple holes in the roof of the detached garage. Needs repaired or demolished	Open
4681	322 S F St	Excessive Debris	Mattress in front yard that needs properly disposed of.	Closed
4680	712 E Lincoln Ave	Inoperable Vehicle	Three inoperable vehicles on the property.	Open
4679	2223 E Lincoln Ave	Inoperable Vehicle	Two inoperable vehicles in rear yard of the property.	Open
4678	1223 E Lincoln Ave	Excessive Debris	Remove the tires, boxes, scrap wood and other debris in the rear yard that need properly disposed of. There are also two inoperable vehicles that need to be removed or made operable.	Open

4677	911 N Olive	Inoperable Vehicle	Inoperable wrecked vehicle by the garage.	Open
4676	824 N Olive	Building unfit for human habitation		Open
4675	418 S F St	Building unfit for human habitation		Open
4674	621 West 16th	Recreation Equipment- Living in camper on residential lot	R.V Parked with People living in	Open
4673	617 S Jefferson Ave	Unsafe Structures. 108.1.1	Garage in the back yard has multiple big holes in it. Needs to be repaired or demolished	Open
4672	720 E Harvey Ave	Sec. 38-550. - Collection of refuse in residential area.	Loose trash in alleyway. There are no lids on trash can which is causing animals to get into it.	Open
4671	418 S F St	Dangerous Structure		Open



Memorandum

To: Honorable Mayor and Council
From: Heidi Theurer, City Clerk/Finance Director
Date: December 6, 2022
Re: Cereal Malt Beverage Applications for 2023

Attached is a list of applicants who have applied for renewal for their 2023 Cereal Malt Beverage licenses. Copies of the applications were given to the Police Department and the Fire Department. The Police Department ran a record check on all applicants and other persons whose character or history may affect the issuance of the license. The Fire Department inspected the premises for compliance with fire codes of the City.

The Police Chief and Fire Chief have approved the applications listed. It is not required for renewal applicants to attend the Governing Body meeting for their license renewal.

The license fee is \$75.00 for a license to sell consumption in the premises and \$50.00 for sale in original and unopened containers. In addition to this fee, the City is required to collect \$25.00 for a Department of Revenue Stamp for each license issued and affix a stamp to the Cereal Malt Beverage License. Fees for the “stamps” are sent to the State monthly.

Respectfully Submitted,

Heidi Theurer
City Clerk/Finance Director

2023 CMB Applicants

Business	Address
1. Casey's General Store # 3058	1400 East 16 th Street
2. Casey's General Store # 3059	1021 West 8 th Street
3. Dillons	1111 West 8 th Street
4. El Chile Verde	119 West Harvey Ave
5. Jump Start 24	1106 North A Street
6. Meadow Lanes	2111 North A Street
7. Regent Theatre	114 W. Lincoln
8. Travelin' Smoke BBQ	217 N. Washington Ave
9. Walmart Supercenter #370	2022 East 16 th Ae
10. Wellington Golf Course	1500 W Harvey Ave
11. Wellington Heat Baseball	501 E. Harvey Ave



To: **Honorable Mayor & Council**
 Jeff Porter, City Manager

From: **Jeremy M. Jones, Director of Public Works**

Date: **December 2, 2022**

Re: **Hibbs-Hooten Concession Remodel**

With the new restroom building completed at Hibbs-Hooten, we are ready to begin on the concession area remodel. The restroom construction came in at just over \$90,000, leaving \$51,000 for the concession area. Funds for these projects came from money budgeted by the City, ARPA funds, USD 353 and donations, with WRC considering a contribution as well. The original estimate for the concession remodel was \$45-\$50k. Unfortunately, we have run into some utilities and equipment that will need to be replaced, along with escalating material costs that we did not anticipate. The entire electric service and wiring needs to be replaced, the gas line under the building is leaking and the flat top grill will not be usable as originally planned. The current estimate for the project, with these additional expenses, is \$80,000.

My original ARPA funds request was \$50,000 with \$32,000 ultimately being approved for this project. I would like to request \$18,000 of ARPA funds to be able to complete this project and make the needed upgrades for the safety and convenience of those that use the facility.



Memorandum

To: Honorable Mayor and City Council

From: Jeff Porter, City Manager

Date: December 6th, 2022

Re: Industrial Revenue Bond for Pinnacle Aerospace

In August, the Council voted to support the issuance of Industrial Revenue Bonds for Pinnacle's proposal to reopen the former TECT facility. The City acts as the conduit for the bonds, while Pinnacle repays the bonds. The proposed amount of the bonds is \$1,925,000.

As a reminder, Industrial Revenue Bonds (IRBs) are available to for-profit companies that are expanding and are investing capital in developing new facilities, adding machinery and equipment, and creating new jobs.

ORDINANCE NO.

**OF THE
CITY OF WELLINGTON, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$1,925,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2022
(PINNACLE AEROSPACE, LLC PROJECT)**

(Published in the *Wellington Daily News* on December 14, 2022)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF WELLINGTON, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2022 (PINNACLE AEROSPACE, LLC PROJECT) FOR THE PURPOSE OF THE ACQUISITION OF AN AEROSPACE AND AIRCRAFT MANUFACTURING FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF WELLINGTON, KANSAS HAS FOUND AND DETERMINED:

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

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2022 (Pinnacle Aerospace, LLC Project) in the aggregate principal amount of \$1,925,000 (the “Series 2022 Bonds”), for the purpose of paying the costs of the acquisition of an aerospace and aircraft manufacturing facility located at 1515 North A Street in the City (the “Project”) as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to Pinnacle Aerospace, LLC, a Kansas limited liability company (the “Tenant”).

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2022 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

(i) a Bond Agreement (the “Bond Agreement”), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the “Bank”) prescribing the terms and conditions of issuing and securing the Series 2022 Bonds;

(ii) a Site Lease (the “Site Lease”), with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer; and

(iii) a Project Lease (the “Project Lease”), with the Tenant, under which the Issuer will acquire, improve and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2022 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WELLINGTON, KANSAS:

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, renovated and equipped in the manner described in the Bond Agreement, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2022 Bonds, to be designated "City of Wellington Kansas Taxable Industrial Revenue Bonds, Series 2022 (Pinnacle Aerospace, LLC Project)" in the aggregate principal amount of \$1,925,000, for the purpose of providing funds to pay the costs of the acquisition of the Project. The Series 2022 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2022 Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Project Lease. The Series 2022 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Project Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, improve and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6 **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2022 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2022 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 7. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2022 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the

application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 8. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2022 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2022 Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 9. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2022 Bonds and the Bond Documents.

Section 11. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on December 6, 2022 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. of the City of Wellington, Kansas duly passed by the governing body, signed by the Mayor, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WELLINGTON, KANSAS
HELD ON DECEMBER 6, 2022**

The governing body of the City of Wellington, Kansas 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)

Thereupon, there was presented for final passage an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WELLINGTON, KANSAS TO
ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2022
(PINNACLE AEROSPACE, LLC PROJECT) FOR THE PURPOSE OF THE
ACQUISITION OF AN AEROSPACE AND AIRCRAFT MANUFACTURING
FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS
AND ACTIONS.**

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye: _____

Nay: _____

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

CERTIFICATE

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

[SEAL]

City Clerk

BOND AGREEMENT

between

CITY OF WELLINGTON, KANSAS

and

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

and

PINNACLE AEROSPACE, LLC

Dated as of December 21, 2022

**City of Wellington, Kansas
\$1,925,000
Taxable Industrial Revenue Bonds
Series 2022
(Pinnacle Aerospace, LLC Project)**

BOND AGREEMENT

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BOND AGREEMENT

THIS BOND AGREEMENT, dated as of December 21, 2022, between the City of Wellington, Kansas an incorporated city of the second class, duly organized under the laws of the State of Kansas (the “Issuer”), Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the “Bank”), having a commercial banking office in Kansas City, Kansas, as depository, fiscal agent and paying agent, and Pinnacle Aerospace, LLC, a Kansas limited liability company (the “Tenant”).

The Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this Bond Agreement, the Site Lease and the Project Lease, the following words and terms as used in this Bond Agreement shall have the following meanings, unless some other meaning is plainly intended:

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

“**Assignment**” means the Assignment of Leases and Security Agreement, dated as of the date hereof, from the Issuer to the Bank.

“**Authorized Tenant Representative**” means the person designated to act on behalf of the Tenant as provided in *Section 9* of this Bond Agreement.

“**Bank**” means Security Bank of Kansas City, Kansas City, Kansas, as fiscal agent and paying agent.

“**Bond Agreement**” means this Bond Agreement as from time to time amended and supplemented.

“**Bond Counsel**” means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

“**Debt Service Fund**” means the Debt Service Fund created by *Section 5* hereof.

“**Bonds**” means the Issuer's Taxable Industrial Revenue Bonds, Series 2022 (Pinnacle Aerospace, LLC Project), in an aggregate original principal amount of \$1,925,000 issued pursuant to this Bond Agreement.

“**Change of Circumstances**” means the occurrence of any of the following events:

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

(b) title to the portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

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

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Site Lease or Project Lease shall become void or unenforceable, or impossible of performance

without unreasonable delay, or in any other way by reason of changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

“Completion Date” means the date the Project is completed as prescribed in *Section 5.5* of the Project Lease.

“Costs of Issuance” means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Bank, appraisal fees, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel, Bank counsel and counsel for the Tenant.

“Event of Default” means, with respect to this Bond Agreement, an “Event of Default” as defined in *Section 7* hereof and, with respect to the Project Lease, an “Event of Default” as defined in *Section 1* thereto.

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

“Improvements” means all real property improvements and personal property purchased in whole or in part with the proceeds of the Bonds and any additional Improvements as contemplated by *Article XII* of the Project Lease.

“Interest Payment Date” means any date on which any interest is payable on any Bonds.

“Issue Date” means the date on which the initial Bond certificates representing the Bonds are authenticated by the Bank and delivered in exchange for payment of their purchase price.

“Issuer” means the City of Wellington, Kansas, an incorporated city of the second class duly organized under the laws of the State of Kansas, and its successors and assigns.

“Net Proceeds” means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of the gross proceeds.

“Outstanding” means, as of a particular date, all Bonds issued, authenticated and delivered under this Bond Agreement, except:

(a) Bonds canceled by the Bank or delivered to the Bank as fiscal agent and paying agent for cancellation pursuant to this Bond Agreement;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust and irrevocably pledged to the payment or redemption; and

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

“Owner” means the registered owner of any Bond as shown on the registration books of the Bank maintained as provided in this Bond Agreement.

“Permitted Encumbrances” means Permitted Encumbrances as defined in the Site Lease and Project Lease.

“Permitted Investments” means any of the following securities, which are permitted for investment of funds held by the Bank pursuant to this Bond Agreement:

(a) Government Securities;

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

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank and its affiliates), provided that the deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully insured by a guarantee deposit bond issued by an acceptable insurance carrier which carrier would include Kansas Bankers Surety of Topeka, Kansas which shall have an insured amount (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Bank, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Bank an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Bank shall be entitled to rely on each such undertaking;

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

(e) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above or repurchase agreement related thereto.

“Project” means the Project described in *Schedule I* to the Project Lease and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to *Section 11.1 or 12.1* of the Project Lease.

“Project Costs” means (a) all costs and expenses incurred in or necessary or incident to the purchase and acquisition of the Improvements; (b) expenses incurred by the Tenant for preliminary plans, surveys, soil borings and other items necessary to the commencement of construction; and (c) the cost of the title evidence required by *Section 6.4* of the Project Lease.

“Project Fund” means the Project Fund created by *Section 5* hereof.

“Project Lease” means the Project Lease, dated as of December 21, 2022, between the Issuer and the Tenant, as from time to time amended or supplemented.

“**Site Lease**” means the Site Lease, dated as of December 21, 2022, between the Tenant and the Issuer, as from time to time amended or supplemented, creating a leasehold interest of the Issuer in the Project.

“**Tenant**” means Pinnacle Aerospace, LLC, a Kansas limited liability company, and its successors or assigns and any surviving, resulting or succeeding business entity, as provided in *Sections 9.2 and 9.4* of the Project Lease.

Section 2. Reserved.

Section 3. Owner’s Representations. The Owner of the Bonds represents that: (a) it is purchasing the Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”) or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; and (c) it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (1) in accordance with an available exemption from the registration requirements of *Section 4* of the 1933 Act, (2) in accordance with any applicable state securities law and (3) in accordance with the provisions of the Bonds and this Bond Agreement. The Owner acknowledges that (i) no CUSIP numbers will be obtained for the Bonds, (ii) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (iii) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

Section 4. The Bonds. The Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Bonds shall be issued by the Issuer in an aggregate principal amount of \$1,925,000 and shall be purchased by the initial purchaser of the Bonds at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs. They shall be in substantially the form attached hereto as *Exhibit A*.

The Bonds shall be payable as set forth in *Exhibit A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such form. All of the terms and provisions of the Bonds as set forth in *Exhibit A* are incorporated into this Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project. Payment of principal, redemption premium, if any, and interest on the Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance.

(b) *Execution and Authentication of Bonds.* The Bonds shall be executed as specified in *Exhibit A*. If any officer of the Issuer whose signature appears on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Bonds may be executed by such persons as shall be the proper officers to sign the Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication which shall be manually executed by the Bank as fiscal agent and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(c) *Appointment of Fiscal Agent and Paying Agent; Transfer of Bonds; Annual Report to Issuer.* The Bank is hereby appointed by the Issuer as the Issuer's fiscal agent and paying agent. Ownership of the Bonds may be transferred as set forth in the form of the Bonds attached hereto as *Exhibit A*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal agent and paying agent for the Issuer, and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall, upon request, report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(d) *Negative Covenant Regarding Issuance of Additional Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Project Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Site Lease and Project Lease without the written consent of all Owners.

(e) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net revenues generated by the Issuer under the Project Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(f) *Provision for Payment of Bonds.* Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment or (2) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payments when due. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Project Lease or entitled to benefit from this Bond Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

Section 5. Project Fund, Debt Service Fund and Other Funds. The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby established with the Bank a separate special fund designated “City of Wellington, Kansas Project Fund (Pinnacle Aerospace, LLC Project)” which shall be held, invested and disbursed by the Bank as hereinafter provided in this Section and *Article V* of the Project Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Bonds and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs in accordance with the provisions of *Article V* of the Project Lease. If any moneys remain in the Project Fund thirty (30) days after the Issue Date, they shall be deposited in the Debt Service Fund and used as provided in Section 5(b) below.

(b) *Debt Service Fund.* There is also hereby established with the Bank a separate special fund designated “City of Wellington, Kansas Debt Service Fund (Pinnacle Aerospace, LLC Project)”, which shall be held, invested in Permitted Investments and disbursed by the Bank as hereinafter provided in this Section and in *Section 3.1* of the Project Lease. All payments of Basic Rent received by the Bank shall be deposited

in the Debt Service Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Debt Service Fund sufficient to make such payments on the Bonds, and shall transmit such moneys by check or draft mailed to each Owner at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Debt Service Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners a security interest in the Debt Service Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If after the Bonds have been fully paid and discharged moneys remain on deposit in the Debt Service Fund, such moneys shall be returned to the Tenant.

(c) *Additional Special Funds.* Any Net Proceeds of insurance, condemnation awards or other moneys paid to the Bank under this Agreement or the Project Lease shall be deposited in one or more special funds held by the Bank and applied, with accrued interest, to the purposes specified in the Project Lease for which such moneys were deposited. The Bank agrees to pay to the Issuer, upon receipt, any Additional Rent due to the Issuer under the Project Lease but is inadvertently paid to the Bank under this Section.

(d) *Investment Fees and Expenses.* The Bank may charge the Tenant, the Debt Service Fund, the Project Fund, or any other special fund from which an investment is made, for any fees and expenses incurred in making such investment and the Bank may make any investment pursuant to this Section through its money management or short-term investment department.

(e) *Tenant as Sole Owner of the Bonds.* If the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal and interest on the Bonds may be entered by the Tenant directly on the books and records of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Project Lease against the Issuer's obligation to make payments of principal and interest on the Bonds. If the Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

Section 6. The Bank. The Bank's duties as fiscal agent and paying agent shall be subject to the following provisions:

(a) *Limitations on Duty of Care.* The Bank is not under any duty to give the property held in the Debt Service Fund, the Project Fund or any special fund any greater degree of care than it gives its own similar property and is not liable or responsible for any action or omission to act by it under this Section except for its own negligence or willful misconduct.

(b) *Reliance.* The Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized.

(c) *No Representation.* The Bank makes no representation as to the validity, genuineness or collectability of any security held in the Debt Service Fund, the Project Fund or any other special fund.

(d) *Liability Limitation.* The Bank is not bound by any agreement or contract not signed by it, other than as assignee of the Issuer under the Site Lease and Project Lease. Its only duties or responsibilities as fiscal agent and paying agent are to deal with the Debt Service Fund, the Project Fund and any other special fund in accordance with this Bond Agreement.

(e) *Agents; Attorneys-Reliance.* The Bank may execute or perform any of its powers or duties either directly or through agents, attorneys or receivers and is not responsible for any misconduct or negligence on the part of any agent, attorney or receiver chosen by it with due care, and the Bank is entitled

to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer, the Tenant or the Bank, concerning all matters and duties related hereto, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as are employed in connection herewith. The Bank is not responsible for any loss or damage resulting from any action or nonaction taken or omitted to be taken in good faith reliance upon such opinion or advice of counsel.

(f) *Recitals, Filings, Investment Losses.* The Bank shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Bank as fiscal agent and paying agent endorsed on the Bonds), or for the recording, rerecording, filing or refiling of any security agreement or instrument in connection herewith, or for insuring the Project or collecting any insurance moneys, or for the validity of execution by any party of this Bond Agreement, any supplement or amendment hereto, any other instrument related hereto, or for the sufficiency of security for the Bonds. The Bank shall not be responsible for any loss suffered in connection with any investment of funds made in accordance with *Section 5* hereof.

(g) *Bond Ownership; Use.* The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights which it would have if it were not serving as fiscal agent and paying agent hereunder.

(h) *Consents or Requests Binding on Future Owners.* Any action taken by the Bank upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner, shall be conclusive and binding upon all future Owners and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(i) *Proof of Certain Facts.* As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of its functions hereunder or related hereto the Bank shall deem it advisable that a matter be proved or established prior to taking, suffering or omitting any action, the Bank shall be entitled to rely upon a certificate signed by the Authorized Tenant Representative or a representative of the Issuer as sufficient evidence of the facts therein contained, and prior to the occurrence of an Event of Default of which the Bank has been notified as provided in *subsection (k)* of this *Section 6* or of which by said subsection it is deemed to have notice, the Bank shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) *Further Liability Limitation.* The permissive right of the Bank to do things enumerated shall not be construed as a duty, and the Bank shall not be answerable for other than its negligence or willful misconduct.

(k) *Notice.* The Bank shall not be required to take notice or be deemed to have notice of any default or Event of Default except failure by the Tenant to timely deliver Basic Rent for deposit to the Debt Service Fund, unless the Bank shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% of the aggregate principal amount of all Bonds Outstanding.

(l) *No Bond or Surety.* The Bank shall not be required to give any bond or surety with respect to the execution of its duties and powers or otherwise in respect to the Bonds or the Project.

(m) *Required Proof of Entitlement.* The Bank shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Agreement or related instruments, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof

deemed desirable by the Bank to establish the right to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Bank.

(n) *Indemnity Prior to Action.* Notwithstanding anything otherwise provided in this Bond Agreement or other instrument related hereto, before taking any action (other than the application of available moneys in the Debt Service Fund to payments on the Bonds) the Bank may require that satisfactory indemnity be provided to it for the reimbursement of all fees, costs and expenses (including, without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including, without limitation, liability in connection with environmental contamination and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(o) *Bank Action Authorized.* Notwithstanding any other provision in this Bond Agreement or other instrument related hereto, the rights, privileges and immunities provided to the Bank by this *Section 6* and any other provision of this Bond Agreement or any related instrument intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification of the Bank shall be interpreted to include any action of the Bank whether it is deemed to be in its capacity as fiscal agent and paying agent or assignee of Issuer pursuant to the Assignment or other related capacity. The provisions of this *Section 6* shall be applicable to the Bank with respect to any function which it performs with respect to the Bonds.

(p) *Limitation on Directed Action.* The Bank may elect not to proceed in accordance with the directions of the Owners without incurring any liability to them if, in the opinion of the Bank, such direction would result in environmental or other liability to the Bank, in its individual capacity, for which the Bank has not received indemnity pursuant to this Section, and the Bank may rely conclusively upon an opinion of counsel in determining whether any action directed may result in such liability.

(q) *Environmental Hazards.* The Bank may inform the Owners of environmental hazards that the Bank has reason to believe exist, and the Bank has the right to take no further action with respect to the Project if the Bank, in its individual capacity, determines that any such action could materially and adversely subject the Bank to environmental or other liability for which the Bank has not received indemnity satisfactory to it.

(r) *Reasonable Fees and Expenses.* The Bank shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services and all advances, agent and counsel fees and other ordinary expenses reasonably and necessary made or incurred by the Bank in connection with such ordinary services and, in the event that it should become necessary that the Bank perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith. Pursuant to *Section 3.2* of the Project Lease, the Tenant has agreed to pay the reasonable fees, charges and expenses of the Bank. Upon the occurrence of an Event of Default and during its continuance, the Bank shall have a first lien, with right of payment prior to payment of principal or interest on the Bonds, upon all moneys in its possession under any of the provisions hereof for the foregoing reasonable fees, advances, costs and expenses incurred.

(s) *Resignation; Successor.* The Bank may resign from its duties as fiscal agent and paying agent hereunder, or under any other related instrument, upon giving 60 days' advance written notice to Issuer and Tenant. Such resignation shall become effective at the end of such 60 days or upon the earlier appointment of a successor by the Owners of a majority in principal amount of the Bonds outstanding, provided, however, that, in the case of a vacancy, the Issuer may appoint a temporary successor to serve until a permanent successor shall be appointed by the Owners as above provided. If no successor shall have been appointed and have accepted such appointment within said 60-day period, the Bank or any Owner may

petition any court of competent jurisdiction for the appointment of a successor. The Bank shall deliver assets held hereunder to the successor appointed and accepting such appointment pursuant to this subsection, and thereupon the obligations and duties of the Bank hereunder shall cease and terminate.

(t) *Bank's Enforcement Obligation.* Notwithstanding anything in this Bond Agreement to the contrary, the Bank, as assignee of the Issuer's interest under the Site Lease and Project Lease, in its name or in the name of the Issuer, shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease, whether or not the Issuer is in default under this Bond Agreement.

Section 7. Events of Default and Remedies.

(a) *Definition of Events of Default.* An "Event of Default" under this Bond Agreement shall mean any one or more of the following events:

(1) *Payment Default.* Default in the payment when due of any installment of principal or of any interest or premium on any Bond or default in any payment of any amount payable to the Bank under this Bond Agreement and expiration of any applicable right to cure;

(2) *Non-Payment Default.* A breach or failure of performance by the Tenant or the Issuer of any provision of this Bond Agreement (other than as referred to in (1) above) that is not remedied within 30 days after the Tenant or the Issuer, as the case may be, has received written notice thereof from the Bank or any Owner;

(3) *Breach of Material Representation or Warranty.* Any material representation or warranty of the Issuer or the Tenant contained herein, in the Site Lease, the Project Lease or in any certificate or other instrument or document delivered hereunder or thereunder or in connection with the financing of the Project shall prove to have been false or incorrect or breached in any material respect on the date on which it is made;

(4) *Project Lease Default.* The occurrence of an "Event of Default" under the Project Lease.

(b) *Default Remedies.* Upon the occurrence of an Event of Default under this Bond Agreement and upon written notice to the Issuer and the Tenant, the Bank may:

(1) *Acceleration of Maturity.* Declare the unpaid principal of any Bonds to be, and the same, together with the accrued interest thereon, shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; provided that upon the occurrence of any Event of Default as mentioned in (c) or (d) of the definition of "Event of Default" in the Project Lease, the unpaid principal of the Bonds, together with the accrued interest thereon, shall forthwith become due and payable without any further act or action on the part of any Owner.

(2) *Legal Action to Enforce Bonds, Site Lease and Project Lease.* As assignee of the Issuer's interests under the Site Lease and Project Lease, commence legal action against the Tenant to obtain (A) a judgment against the Tenant for all sums owing under the Project Lease; and/or (B) judgment against the Tenant for possession and sale of the Project, with the proceeds of any sale applied to pay the Bonds and interest and any other sums owing by the Tenant under the Project Lease, as provided in the Project Lease and this Bond Agreement.

(3) *Recovery of Attorney Fees.* Recover attorney fees and related costs incurred in pursuing any remedies under the Bonds, this Bond Agreement, the Site Lease, the Project Lease, any document creating a pledge or security agreement securing the Tenant's obligations, or available at law, in equity or by statute.

(4) *Exercise of Remedies Under the Project Lease.* As assignee of the Issuer's interests under the Project Lease, undertake any of the remedies on default specified in *Article XX* of the Project Lease. Any net proceeds of any action under this Section shall be applied as provided in the Project Lease and this Bond Agreement.

(c) *Action by and Owner.* Any Owner may also pursue any other remedy available to it at law or in equity or by statute or contemplated by the Bonds, this Bond Agreement, the Site Lease, the Project Lease or the Assignment.

(d) *Remedies Cumulative.* No such remedy is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity or by statute.

(e) *Waivers of Default.* No delay or omission to exercise any right or power accruing upon any Event of Default under this Bond Agreement shall impair any such right or power or be a waiver thereof or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. The Owners may waive any Event of Default under this Bond Agreement and the breach of any requirement contained in this Bond Agreement or the Bonds, but such waiver must be in writing. Any such waiver shall be limited to such particular Event of Default or breach.

Section 8. Notices. Except as otherwise expressly provided, all notices, certificates or other communications hereunder or under the Site Lease, the Project Lease, the Assignment or shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (i) If to the Issuer:
City of Wellington, Kansas
City Hall
317 S. Washington Ave
Wellington, Kansas 67152-3039
Attention: City Clerk
- (ii) If to the Bank:
Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117
Attention: Commercial Loan Department
- (iii) If to the Tenant:
Pinnacle Aerospace, LLC
1515 North A Street
Wellington, Kansas 67152
Attention: President

(iv) If to any Owner(s) other than the Bank or the Tenant, at its address as it appears on the records kept by the Bank as fiscal agent and paying agent for the Bonds.

The Bonds, this Bond Agreement, the Site Lease, the Project Lease, (except to the extent otherwise provided in the Project Lease), and the Assignment may not be amended or terminated unless such amendment is executed or consented to in writing by the Issuer, the Bank, the Tenant and Owners owning at least 51% of the principal amount of all Bonds Outstanding. It shall not be necessary to note any such amendment on any Bond unless the amendment is to the Bond itself.

Neither this Bond Agreement, the Site Lease, the Project Lease nor the Bond shall constitute, give rise to, nor impose a pecuniary liability upon, or a charge upon the general credit of, the Issuer. The Bonds shall not constitute an indebtedness of the Issuer for any constitutional or statutory purpose, and shall not be payable in any manner from taxation.

Section 9. Miscellaneous Provisions.

(a) *Severability.* The invalidity or unenforceability of any one or more of the provisions of this Bond Agreement shall not affect the validity or enforceability of the remaining provisions hereof.

(b) *Authorized Tenant Representative.* Except as otherwise specified, any action to be taken by the Tenant under this Bond Agreement, the Site Lease or the Project Lease may be taken by any person designated to act on behalf of the Tenant as Authorized Tenant Representative by a written certificate furnished to the Issuer and the Bank and signed by the Managing Member of the Tenant.

(c) *Execution and Counterparts.* This Bond Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(d) *Section Headings.* The table of contents and section headings in this Bond Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.

(e) *Governing Law.* This Bond Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

(f) *Binding Effect.* This Bond Agreement shall inure to the benefit of and shall be binding upon the parties hereto and any subsequent Owners and their respective successors and assigns.

(g) *Electronic Storage.* The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

CITY OF WELLINGTON, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

PINNACLE AEROSPACE, LLC

By: _____
Name: Scott Brown
Title: President

**SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas**

By: _____
Name: Shawn Hoebener
Title: Vice President

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AGENT AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF WELLINGTON, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2022
(PINNACLE AEROSPACE, LLC PROJECT)

The City of Wellington, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, PINNACLE AEROSPACE, LLC, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

ONE MILLION NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS

plus interest on the unpaid balance hereof accruing from the Issue Date until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- b. One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Kansas City, Kansas.

The "Final Maturity Date" shall be December 21, 2032.

The "First Payment Date" shall mean December 21, 2023.

The "Fixed Rate" shall mean [4.00%] per annum, computed on the basis of 30 days per month for 360 days per year.

The "Issue Date" shall mean the date endorsed by the fiscal agent and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be each December 21 following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Security Bank of Kansas City (the "Bank") at its commercial banking office in Kansas City, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank and Pinnacle Aerospace, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction, remodeling, installation and equipping of an aerospace and aircraft manufacturing facility located at 1516 N. A Street in the City of Wellington, Kansas (the "Project"), to be leased to the Tenant pursuant to the Project Lease, dated as of the Issue Date of this Bond (the "Project Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Project Lease. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Project Lease pursuant to an Assignment of Leases and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). Reference is hereby made to the Bond Agreement, the Site Lease, the Project Lease and the Assignment, for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Project Lease) of insurance or condemnation awards paid into the Debt Service Fund as soon as practicable after

receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner at its address as it appears on the records maintained by the Bank as fiscal agent and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal agent and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank and the Tenant may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

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

CITY OF WELLINGTON, KANSAS

[SEAL]

ATTEST:

By: _____
Mayor

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Wellington, Kansas Taxable Industrial Revenue Bonds, Series 2022 (Pinnacle Aerospace, LLC Project), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is December 21, 2022.

**SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as fiscal agent and paying agent**

By: _____
Authorized Officer

ASSIGNMENT

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

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

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

Signature Guaranteed By:

[Seal of Owner]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Bank deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment	Amount		Payment	Amount	
<u>Date</u>	<u>Paid</u>	<u>Signature</u>	<u>Date</u>	<u>Paid</u>	<u>Signature</u>

CITY OF WELLINGTON, KANSAS

AS ISSUER

AND

PINNACLE AEROSPACE, LLC

AS TENANT

PROJECT LEASE

DATED AS OF DECEMBER 21, 2022

\$1,925,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2022
(PINNACLE AEROSPACE, LLC PROJECT)

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of December 21, 2022 between the City of Wellington, Kansas (the “Issuer”), and Pinnacle Aerospace, LLC, a Kansas limited liability company (the “Tenant”).

WITNESSETH:

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

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

(a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

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

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Bond Agreement, the Bond Agreement being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

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

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

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Bond Agreement. In addition to the words, terms and phrases defined in the Bond Agreement, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

“Additional Rent” means all fees, charges, costs and expenses of the Bank or the Issuer (including reasonable attorney's fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Agreement or which the 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 the Issuer or the Bank in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Bond Agreement. The fees, charges, costs and expenses of the Bank shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Bond Agreement except (a) the reasonable fees and expenses in

connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Bank in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

“Additional Term” shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

“Authorized Tenant Representative” means the Authorized Tenant Representative of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Authorized Tenant Representative or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

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

“Basic Rent” means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Bank does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

“Basic Rent Credits” means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

“Basic Rent Payment Date” means December 21, 2023 and each December 21 thereafter until the principal of, redemption premium, if any, and interest on all Outstanding Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Agreement.

“Basic Term” means that term commencing as of the delivery of this Project Lease and ending on December 21, 2032, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Agreement.

“Bond Agreement” means the Bond Agreement delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Bond Agreements in accordance with the provisions of *Section 9* of the Bond Agreement.

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

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

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

“Environmental Assessment” means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Bank 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 Bank.

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

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

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

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

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

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

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

“Hazardous Substances” shall mean “hazardous substances” as defined in CERCLA.

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

“Net Proceeds” means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of such gross proceeds.

The term **“Notice Address”** shall mean:

(1) With respect to the Tenant:

Pinnacle Aerospace, LLC
1515 North A Street
Wellington, Kansas 67152
Attn: President

(2) With respect to the Issuer:

City of Wellington, Kansas
City Hall
317 S. Washington Ave
Wellington, Kansas 67152-3039
Attn: City Clerk

(3) With respect to the Bank:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66117
Attn: Commercial Loan Department

“Original Proceeds” means all sale proceeds, including accrued interest, from sale of the Bonds to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

“Owner’s Title Evidence” means for purposes of *Section 6.3* of this Project Lease, either (1) an owner’s or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (2) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

“Permitted Encumbrances” easements and rights-of-way of record at the time of conveyance of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner’s Title Evidence.

“Project Contracts” means a contract or contracts with respect to the acquisition of the Project entered into by the Tenant or the Issuer.

“**Project Lease**” means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

“**Real Property**” means the real property (or interests therein) described in *Schedule I* hereto.

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

“**State**” means the State of Kansas.

“**Term**” means, collectively, the Basic Term and any Additional Term of this Project Lease.

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

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds. If, at any time during the term of this Project Lease or the Bond Agreement, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Bank, and thereafter promptly deliver to the Bank such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Bond Agreement, and such additional information or documentation regarding such change as the Bank may reasonably request.

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

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

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

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Project to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition of the Project, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used (i) to acquire the Project, and (ii) to pay certain costs related to the issuance of the Bonds.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

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

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Bank as the Issuer's fiscal and paying agent, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

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

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Bond Agreement and the issuance, sale and delivery of the Bonds.

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

ARTICLE II

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

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Bank, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable by check or draft of the Tenant due at the principal office of the Bank on each Basic Rent Payment Date.

Section 3.2. Additional Rent. Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project or any Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent. The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant,

to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

Section 3.5. Deposit of Rent by the Bank. As assignee of the Issuer's rights hereunder, the Bank 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 Agreement.

Section 3.6. Acquisition of Bonds. If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Bank for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Bank shall not have on deposit in the Debt Service Fund, on the next succeeding Payment Date, immediately available funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. Except as otherwise provided herein, the Original Proceeds shall be paid over to the Bank for the account of the Issuer and applied as set forth in *Section 5* of the Bond Agreement. Notwithstanding any statement set forth in this Project Lease or in the Bond Agreement to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Bank. In such an event, the Tenant shall certify to the Issuer and Bank that the Project has been completed and paid in full, whereupon the Issuer and Bank shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements. The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and the Improvements. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the Project, other than Permitted Encumbrances.

Section 5.2. Project Contracts. Prior to the delivery of this Project Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition of the Project. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, 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, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance

with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired in accordance with the Project Contracts. The Tenant warrants that the acquisition of the Project in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as an aerospace and aircraft manufacturing facility. Any and all amounts received by the Issuer, the Bank or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Bank may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay for the acquisition of the Project or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Bank of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference. With regard to materials and/or labor furnished to the Project at the order of the Tenant without formal contract, or by subcontract with the Tenant acting as general contractor, which could form the basis of a statutory mechanic's or subcontractor's lien, the Bank may disburse payment therefor only 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.

The sole obligation of the Issuer under this paragraph shall be to cause the Bank to make such disbursements upon receipt of such certificates and releases or waivers. The Bank may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

- (a) Name of seller;
- (b) Name of the manufacturer;
- (c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Tenant of such machinery and/or equipment;
- (d) Common descriptive name of machinery or equipment;
- (e) Manufacturer's or seller's technical description of machinery or equipment;
- (f) Capacity or similar designation;
- (g) Serial number, if any;

- (h) Model number, if any; and
- (i) A written statement by the Seller that the machinery or equipment purchased is not subject to any liens or security interest, or, in the alternative, a bill of sale warranting title to be free of all liens, encumbrances or security interests.

The sole obligation of the Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Bank may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Bank, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Bank.

Section 5.5. Completion of Project.

The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds on or before the earlier of the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in a form acceptable to the Bank. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Bank, such remaining funds shall be transferred by the Bank to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Bonds and the Bond Agreement. Notwithstanding any statement set forth in this Project Lease or in the Bond Agreement to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then the Completion Date shall be the Issue Date and the foregoing provisions regarding completion of the Improvements and application and transfer of funds shall be inapplicable.

Section 5.6. Deficiency of Project Fund. If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Bank whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Bank. The duly authorized agents of the Issuer and/or the Bank shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant. If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Project Property of the Issuer. All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Project Lease.

ARTICLE VI

Section 6.1. Insurance Requirements. Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Bank shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) insurance on the Project 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, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Bank, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

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

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the 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.

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

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

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

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Bank 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 the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title. The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease. During the Term, the Issuer and the Tenant agree that any and all proceeds from a title insurance policy (a) if received before the completion of the building Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Debt Service Fund, and (c) if received after the Bonds, redemption premium, if any, and interest thereon have been paid in full, shall be paid to the Tenant.

If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

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

Section 7.2. Receipted Statements. Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Bank a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions. The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Bank written notice of its intention to do so and, if requested in writing by the Issuer or the Bank, shall deposit with the Bank a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Bank, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes. The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired with the proceeds of the Bonds (except such property used for certain retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which they are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made; and further provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Bank, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorney fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

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

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Bond Agreement, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Bank and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant. The Tenant may assign, mortgage, sell or otherwise transfer its interest in this Project Lease only with the prior written consent of the Bank as assignee of the Issuer. Collateral assignment by the Tenant of its leasehold interest in this Project Lease to the Bank for the benefit of the Owner is hereby acknowledged and approved by the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Bank and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant. If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Bank their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds; then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of *Sections 9.2* and *9.3* above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Bank its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall

expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Bank and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Bank pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments. The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

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

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project. The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable, provided however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and

not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

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

Section 13.2. Mechanic's Liens. The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Bank in writing of its intention so to do, and if requested by the Bank or the Issuer, deposits with the Bank a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest

therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

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

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Bond Agreement are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Bank as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or licensee in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; but the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

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

ARTICLE XVI

Section 16.1. Option to Extend Basic Term. The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

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

Section 17.2. Quality of Title and Purchase Price. If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(1) The full amount which is required to provide the Issuer and the Bank with funds sufficient, in accordance with the provisions of the Bond Agreement, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(2) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bond to the Bank for cancelation in lieu of paying the full amount set forth in this Section.

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

Section 17.3. Closing of Purchase. On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Bank for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Bond Agreement, and (b) the amount specified in clause (2) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

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

Section 17.6. Option to Purchase Unimproved Portions of Real Property. The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Bank with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Bank written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price. If the notice of election to purchase is given as provided in *Section 17.6* the Issuer shall release its interest in the real property described in the Tenant's notice

to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice.

Section 17.8. Closing of Purchase. The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Bank the purchase price for such real property, and the Bank will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Bond Agreement. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease. The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase. If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

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

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

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional

redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

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

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Bank in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

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

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

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

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

Section 18.3. Effect of Tenant's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Bank shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Bank has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Bank shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Bank otherwise re-enters and takes

possession of the Project without terminating this Project Lease, the Bank shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If at any time during the Term, a Change of Circumstances occurs, then the Tenant shall have the option to purchase the Project pursuant to *Article XVII* or the option to terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid or payment is provided for in the manner described in *Section 4(f)* of the Bond Agreement.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bank (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Agreement, the Bank acting on behalf of the Issuer may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Bank acting on behalf of the Issuer may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Bank acting on behalf of the Issuer may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Bank acting on behalf of the Issuer may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Bank acting on behalf of the Issuer may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Bank acting on behalf of the Issuer may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may (subject, however, to any restrictions against termination of this Project Lease in the Bond Agreement), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Bank acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Bank acting on behalf of the Issuer may recover from the Tenant any attorney fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations. The Tenant covenants and agrees with the Issuer, the Bank and any Owner that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Bond Agreement, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Bank may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Bond Agreement, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Bond Agreement and payment or provision for payment of the Bonds.

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

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Bank and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary

or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession. Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Bank, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 business days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 business days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

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

Section 24.2. Funds Held by the Bank After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Bank 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 Agreement and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

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

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

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

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent. The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession. The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Intentionally Omitted. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Agreement, the Tenant shall furnish or cause to be furnished to the Bank the financial statements and other financial information required by the Continuing Disclosure Agreement.

Section 26.4. Issuer's Obligations Limited. Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Bond Agreement, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Bank as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under

any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Bank or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

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

ARTICLE XXVIII

Section 28.1. Amendments. This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

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

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

Section 28.2. Granting of Easements. If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from

any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized Tenant Representative requesting such instrument, and (3) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Bank to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

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

(b) Under the Collateral Assignment of Lease, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Bank. The Issuer hereby authorizes the Bank to file financing statements or any other instruments necessary to perfect its security interest. The Bank is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Bank may enforce such rights as provided in the Collateral Assignment of Lease and the Tenant will make payments required hereunder directly to the Bank.

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

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

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

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

Section 28.8. Execution of Counterparts; Electronic Transactions. This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF WELLINGTON, KANSAS

By: _____
Jim Valentine, Mayor

(SEAL)

ATTEST:

Heidi Theurer, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SUMNER)

The foregoing instrument was acknowledged before me this ____ day of December, 2022 by Jim Valentine, Mayor of the City of Wellington, Kansas.

(SEAL)

Notary Public

Typed Name of Notary Public

My Appointment Expires:

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

PINNACLE AEROSPACE, LLC

By: _____
Name: Scott Brown
Title: President

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SUMNER)

The foregoing instrument was acknowledged before me this _____ day of December, 2022 by Scott Brown, President of Pinnacle Aerospace, LLC, a Kansas limited liability company.

(SEAL)

Notary Public

Typed Name of Notary Public

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

**CITY OF WELLINGTON, KANSAS
Project Fund
(Pinnacle Aerospace, LLC Project)
Payment Order No. _____**

Security Bank of Kansas City
Kansas City, Kansas
Attn: Commercial Loan Department

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

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

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

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 21, 2022 by and between the City of Wellington, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

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

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20__.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

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

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
-------------------	-------------------------------------	---------------

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

Initials

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF DECEMBER 21, 2022, BY
AND BETWEEN CITY OF WELLINGTON, KANSAS AND PINNACLE
AEROSPACE, LLC

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Sumner County, Kansas:

Tract I: A tract of land described as beginning at a point 233 feet East of the Northwest Corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., in Sumner County, Kansas; thence East parallel with the West line of said Southeast Quarter a distance of 265.5 feet; thence West a distance of 151 feet; thence North a distance of 265.5 feet to the point of beginning; AND

A tract of land in the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the West line of said Quarter Section 1775 feet North of the Southwest Corner of said Quarter Section; thence North 88 deg. 0 min East 179.5 feet; thence North parallel to the West line of said Quarter Section 52 feet; thence East parallel to the South line of said Quarter Section 1130.5 feet to the East line of the West Half of said Quarter Section; thence North along the East line of the West Half of said Quarter Section, to the North line of said Quarter Section 922.56 feet; thence South parallel to the West line of said Quarter Section 265.5 feet; thence West on a line parallel to the North line of said Quarter Section 384 feet to a point on the West line of said Quarter Section; thence South along the West line of said Quarter Section to the place of beginning, in Sumner County, Kansas;

Tract II: Beginning at the Southwest corner of the Northeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas; thence East on the South line of said Quarter Section 876.6 feet; thence Northwesterly 234 feet, more or less, to a point 198 feet North and 1907.4 feet West of the Southeast corner of said Quarter Section; thence West on a line parallel to the South line of said Quarter Section, 749.4 feet, more or less, to the West line of said Quarter Section; thence South on the West line of said Quarter Section, 198 feet to the Southwest corner of said Quarter Section, the same being the point of beginning;

Tract III: Beginning at a point 1514.5 feet North and 30 feet East of the Southwest corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, said point being on the Right of Way line of U.S. Highway 81; thence North along said Right of Way line 37.5 feet to a point; thence West 30 feet to a point on the West line of said Quarter Section; thence North along said West line 223 feet to a point, said West line being on an assumed bearing of N 0°00' E, thence N 88° E 179.5 feet to a point; thence North parallel with the West line of said Quarter Section 52 feet to a point; thence N 88° E 706.1 feet to a point; thence S 24°15'26" E 680.9 feet to a point; thence N 90° W 219.3 feet to a point; then N 0°0' E and parallel with the West line of said Quarter Section 277.5 feet to a point; thence N 90° W 910 feet to the point of beginning, all in the city of Wellington, Sumner County, Kansas;

said real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Bond Agreement.

SITE LEASE

BY AND BETWEEN

PINNACLE AEROSPACE, LLC
As Lessor

AND

CITY OF WELLINGTON, KANSAS
As Lessee

DATED AS OF DECEMBER 21, 2022

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of December 21, 2022 between Pinnacle Aerospace, LLC, a Kansas limited liability company (the “Lessor”) and the City of Wellington, Kansas a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas (the “Issuer”);

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2022 (Pinnacle Aerospace, LLC Project) (the “Bonds”) under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the “Act”), for the purpose of financing the acquisition of a Pinnacle Aerospace, LLC facility (the “Improvements”), which Bonds shall be issued and secured under the provisions of a certain Ordinance duly enacted by the Issuer and a certain Bond Agreement dated as of December 21, 2022 (the “Bond Agreement”) entered into between the Issuer, the Lessor and Security Bank of Kansas City, as fiscal agent, paying agent (the “Bank”); and

WHEREAS, the Improvements are existing on a tract of land (the “Real Property”) more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a certain Lease dated as of December 21, 2022 (the “Project Lease”); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the “State”), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (1) shall maintain its authority to do business in the State, and (2) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Bank.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of organization and operating agreement, or conflicts with or results in a material breach of the terms, conditions

or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

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

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Bond Agreement.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of the delivery of this Site Lease and ending on December 21, 2032 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen,

which if not paid when due would encumber the fee simple title to the Real Property (“Impositions”). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectually stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Bond Agreement, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Bond Agreement and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, that the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Bank under the Bond Agreement, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Bank and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

PINNACLE AEROSPACE, LLC

By: _____
Name: Scott Brown
Title: President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SUMNER)

The foregoing instrument was acknowledged before me this ___ day of December, 2022 by Scott Brown, President of Pinnacle Aerospace, LLC, a Kansas limited liability company.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

“LESSOR”

CITY OF WELLINGTON, KANSAS

By: _____
Jim Valentine, Mayor

(SEAL)

ATTEST:

Heidi Theurer, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SUMNER)

The foregoing instrument was acknowledged before me this ____ day of December, 2022 by Jim Valentine, Mayor of the City of Wellington, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

“ISSUER”

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF DECEMBER 21, 2022,
BETWEEN PINNACLE AEROSPACE, LLC AND THE CITY OF WELLINGTON,
KANSAS

PROPERTY SUBJECT TO LEASE

The following described real estate located in Sumner County, Kansas, to wit:

Tract I: A tract of land described as beginning at a point 233 feet East of the Northwest Corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., in Sumner County, Kansas; thence East parallel with the West line of said Southeast Quarter a distance of 265.5 feet; thence West a distance of 151 feet; thence North a distance of 265.5 feet to the point of beginning.
AND

A tract of land in the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the West line of said Quarter Section 1775 feet North of the Southwest Corner of said Quarter Section; thence North 88 deg. 0 min East 179.5 feet; thence North parallel to the West line of said Quarter Section 52 feet; thence East parallel to the South line of said Quarter Section 1130.5 feet to the East line of the West Half of said Quarter Section; thence North along the East line of the West Half of said Quarter Section, to the North line of said Quarter Section 922.56 feet; thence South parallel to the West line of said Quarter Section 265.5 feet; thence West on a line parallel to the North line of said Quarter Section 384 feet to a point on the West line of said Quarter Section; thence South along the West line of said Quarter Section to the place of beginning, in Sumner County, Kansas.

Tract II: Beginning at the Southwest corner of the Northeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas; thence East on the South line of said Quarter Section 876.6 feet; thence Northwesterly 234 feet, more or less, to a point 198 feet North and 1907.4 feet West of the Southeast corner of said Quarter Section; thence West on a line parallel to the South line of said Quarter Section, 749.4 feet, more or less, to the West line of said Quarter Section; thence South on the West line of said Quarter Section, 198 feet to the Southwest corner of said Quarter Section, the same being the point of beginning.

Tract III: Beginning at a point 1514.5 feet North and 30 feet East of the Southwest corner of the Southeast Quarter of Section 11, Township 32 South, Range 1 West of the 6th P.M., Sumner County, Kansas, said point being on the Right of Way line of U.S. Highway 81; thence North along said Right of Way line 37.5 feet to a point; thence West 30 feet to a point on the West line of said Quarter Section; thence North along said West line 223 feet to a point, said West line being on an assumed bearing of N 0°00' E, thence N 88° E 179.5 feet to a point; thence North parallel with the West line of said Quarter Section 52 feet to a point; thence N 88° E 706.1 feet to a point; thence S 24°15'26" E 680.9 feet to a point; thence N 90° W 219.3 feet to a point; then N 0°0' E and parallel with the West line of said Quarter Section 277.5 feet to a point; thence N 90° W 910 feet to the point of beginning, all in the city of Wellington, Sumner County, Kansas.

said real property constituting the "Real Property" as referred to in the Site Lease, subject to Permitted Encumbrances.



Memorandum

To: Honorable Mayor and City Council

From: Rachelle Thompson, City Planner

Date: December 6th, 2022

Re: 418 S F St Wellington, KS 67152

Pursuant to K.S.A. 12-1756, City staff believes it is in the best interest of public safety, and recommends the Governing Body find the structure located at 418 S. F St Wellington, KS 67152, owned by Danny L. Teague, to be an immediate hazard and authorize staff to cause the structure to be removed without delay.

Staff has been in contact with the owner several times since 2020 and has advised of our intent to make the property safe. The first date of violation was July 9th of 2021 and filed with the court on July 12th of 2021. Mr. Teague plead guilty on November 16th of 2022.

Code Official Erma Ratliff sent letters dated November 18th, 2022 to vacate the premises and November 28th, 2022 making aware of immediate hazard status to Mr. Teague. Code Official has been in regular contact and made several recent attempts to confirm Mr. Teague's awareness of the immediate hazard proceedings for the December 6th Council meeting.

K.S.A. 12-1756 states "When in the opinion of the enforcing officer, any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public, such officer may erect barricades or cause the property to be vacated, taken down, repaired, shored or otherwise made safe without delay and such action may, under such circumstances, be taken without prior notice to or hearing of the owners, agents, lienholders and occupants."

The resolution before you provides staff the authority to contact qualified demolition contractors for bids on the removal and cleanup of the structure and property without notice and hearing as typically required, due to the condition and location of the structure.

After consultation of City staff, Department Head, City Manager and City Attorney, we recommend approval of the resolution as presented.

Statement of Public Officer

TO: The Governing Body of Wellington, Kansas

RE: Structure Deemed an Immediate Hazard

DATE: December 2, 2022

The following described structure(s) is/are deemed unsafe, dangerous, and a blight upon the neighborhood:

- (a) Legal Description: Lot 9 and 10, Block 90, Original Town, City of Wellington, Sumner County, Kansas.
- (b) Location: 418 S F St Wellington, KS 67152
- (c) Owner: Danny & Michelle Teague
- (d) Owner's Agent: N/A
- (e) Occupant: N/A
- (f) Lien Holder: N/A
- (g) Others with Interests: N/A

The property is found to be unsafe, dangerous, and a blight upon the neighborhood because of the following conditions:

On August 26, 2022, Code Official Erma Ratliff, Building Official Jamie Cornejo and Fire Chief Tim Hay met the property owner at the property to conduct an exterior inspection. During the inspection, City Staff noted structural damage to foundation of residence, a leaking water tap from outside spigot, and numerous type sheds/rooms that were lined with wooden pallets positioned as a walkway. Within these faux structures, numerous electric extension cords were present to offer lighting to the areas. Also noted was a burn type pit that was also being used as a possible heating source.

After inspection was completed, Staff stated to the owner that all these faux structures and extension cords needed to be removed from the premises due to the fire causing capability. Chief Hay stated to the owner that if a fire was to start, he would have some pause in allowing his crew to enter premises with all these faux structures on the property. Owner understood and would work to clear the premises as instructed by Code Compliance Staff.

Over the course of the next few months, conditions have not improved, but appear worse. Owner has now covered the front porch area with floor rugs and plastic in what appears to be an attempt to hide the debris collected on the premises. No change with the faux structures on property and it appears that no attempt to improve the perimeter of the property has been made.

On October 18, 2022, City Utility Office sent a letter to the owner informing them that city utilities will be disconnected due to non-payment. Letter stated that premises would need to be

vacated in accordance with Property Maintenance Code Ordinances, Section 108, 502.1 and 605 in regards to Unsafe Structures, Required Facilities and Electrical Equipment. Utility personnel also placed a "Non Habitable" placard on the premises to indicate that the premises needs to be vacated. Within this policy process, City Code Compliance is required to inspect the property to note the placard is still in place, and that the premises have been vacated. After 7-10 days, if premises has not been vacated, then owner is referred to Municipal Court.

City of Wellington Fire/EMS Department reported a Structure fire on 11/17/2022. Fire Damage was estimated at \$1,000 loss. Fire damage was mostly contained to the shed in the back of the property. Preliminary reports stated that fire was due to careless smoking from an individual who was allegedly living in one of the sheds that was on the premises. Chief Hay reported that the fire crew had a difficult time getting fire equipment to the structural fire due to the debris and faux structures.

Due to the repeated violations and several attempts to work with the owner of the property to help abate the conditions of the property, Staff recommends the condemnation of the property forthwith as this property has become an immediate hazard to the public. Upon approval, City Staff will begin the process of accepting bids to abate the conditions of the property. This process will take approximately 30 days after approval.



Wellington Fire & EMS
Incident Press Release
620 326-7443

Date of Incident-November 17, 2022

Type of Incident-Structure Fire

Time of Incident-10:24 PM

Address of Incident-418 S. F

Occupant/Owner-Danny Teague

Number of Personnel on Scene-8

Number of Apparatus and Type on Scene- 2-pickup, 1-Engine, 1-Ladder , 1-ambulance

Mutual Aid Received-

Fire Loss-\$1000

Fire Cause if Known-Careless Smoking

Injuries (severity)-none

Other Agencies Assisting-Wellington Police, Wellington Electric Dept.

Brief Summary of Incident-Upon arrival found detached shed behind the residence fully involved in fire. Firefighters extended a hoseline through a fence and over a large amount of debris to reach the shed. The electrical service to the house was burned in half and laying on the ground in addition there were several extension cords laying on the ground and hanging in the air. There were many trip hazards and material used for fencing in the rear yard adding to the difficulty of reaching the fire. An individual was sleeping in the shed and stated that he woke up to fire on the floor. Firefighters limited the spread of fire to the shed and debris surrounding the shed. Due to the large amount of combustible material in the back yard and the shed not approved for habitation this could of easily of been a fatal fire.

Prevention-



Wellington Fire & EMS

Station: **ST1**
Shifts Or Platoon: **C Shift**

Location: 418 S F Street ST Wellington KS 67152	Incident Type: 111 - Building fire
Lat/Long: N 37° 15' 42.73" W 97° 24' 3.18"	FDID: SU215 Incident #: 2022-1462 Exposure ID: 69898950 Exposure #: 0 Incident Date: 11/17/2022 Dispatch Run #: 22-42967
Zone: 4 - District 4 Location Type: 4 - Rear of	

Report Completed by:	Sandell, Vic	ID: 203	Date: 11/18/2022
Report Reviewed by:	Hay, Tim K	ID: 200	Date: 11/18/2022
Report Printed by:	Hay, Tim K	ID: 200	Date: 11/18/2022 Time: 11:23

Structure Type: Enclosed building	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: <input type="checkbox"/>	Detectors Present: <input type="checkbox"/> Cause of Ignition: Unintentional		
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses Property: \$1,000.00 Contents: \$0.00 Total: \$1,000.00	Pre-Incident Values Property: \$1,000.00 Contents: \$0.00 Total: \$1,000.00	Civilian Injuries: 0 Civilian Fatalities: 0 Total Casualties: 0	Fire Service Injuries: 0 Fire Service Fatalities: 0 Total Fire Service Casualties: 0
Total # of apparatus on call:	5	Total # of personnel on call:	8

Special Studies	
COVID 19 was a factor in this incident.	Unknown.

NARRATIVE (1)
Narrative Title: 418 S F Narrative Author: Sandell, Vic Narrative Date: 11/18/2022 01:46:12 Narrative Apparatus ID: 2012 Narrative: Responded to a reported shed fire behind 418 S F. Upon arrival found 8x12 shed fully involved at the rear of the residence. Command was established and an 1 3/4" attack line was deployed from E2 for extinguishment. FF Weiss and FF Steele had to knock down a portion of fencing to gain access to the fire. The fire was deemed under control at 2240hrs. Overhaul and extinguishment was complete at 2249hrs. Approx. 1500 gallons of water was used for extinguishment. The shed was a total loss. The shed was occupied by Jeremy Corter at the time of the fire. He stated that he was living in the shed and fell asleep while smoking a cigarette. Electric and gas utilities were not in service at this residence. Command was terminated at 2321hrs. 5 apparatus and 8 personnel were on scene. Assistance was received from WPD and City Electric Department. Sandell

APPARATUS			
Fire Controlled Date / Time:		11/17/2022 10:40:29 PM	
Unit	2012	Unit	2011
Type:	Engine	Type:	Quint
Use:	Suppression	Use:	Suppression
Response Mode:	Lights and Sirens	Response Mode:	Lights and Sirens
# of People	4	# of People	1
Alarm	11 /17/2022 22:24:45	Alarm	11 /17/2022 22:24:45
Dispatched	11 /17/2022 22:24:45	Dispatched	11 /17/2022 22:24:45
Enroute	11 /17/2022 22:27:41	Enroute	11 /17/2022 22:28:04
Arrived	11 /17/2022 22:29:31	Arrived	11 /17/2022 22:29:31
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	11 /17/2022 23:21:12	Cleared Scene	11 /17/2022 23:21:12
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	11 /17/2022 23:21:12	In Service	11 /17/2022 23:21:12
Unit	2064	Unit	200
Type:	ALS unit	Type:	Chief officer car
Use:	EMS	Use:	Suppression
Response Mode:	Lights and Sirens	Response Mode:	Lights and Sirens
# of People	1	# of People	1
Alarm	11 /17/2022 22:24:45	Alarm	11 /17/2022 22:24:45
Dispatched	11 /17/2022 22:24:45	Dispatched	11 /17/2022 22:24:45
Enroute	11 /17/2022 22:28:04	Enroute	11 /17/2022 22:29:04
Arrived	11 /17/2022 22:29:31	Arrived	11 /17/2022 22:33:42
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	11 /17/2022 23:21:12	Cleared Scene	11 /17/2022 23:21:12
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	11 /17/2022 23:21:12	In Service	11 /17/2022 23:21:12
Unit	2032		
Type:	Brush truck		
Use:	Suppression		
Response Mode:	Lights and Sirens		
# of People	1		
Alarm	11 /17/2022 22:24:45		
Dispatched	11 /17/2022 22:24:45		
Enroute	11 /17/2022 22:35:59		
Arrived	11 /17/2022 22:37:17		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	11 /17/2022 23:21:12		
In Quarters	-- / -- / -- -- : -- : --		
In Service	11 /17/2022 23:21:12		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Storage: supplies or tools; dead storage	Heat Source	Cigarette
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Heat source too close to combustibles.		
Human Factors Contributing	Possibly impaired by alcohol or drugs, Age was a factor,		
Estimated Age Of Person Involved	28	Sex Of Person Involved	Male

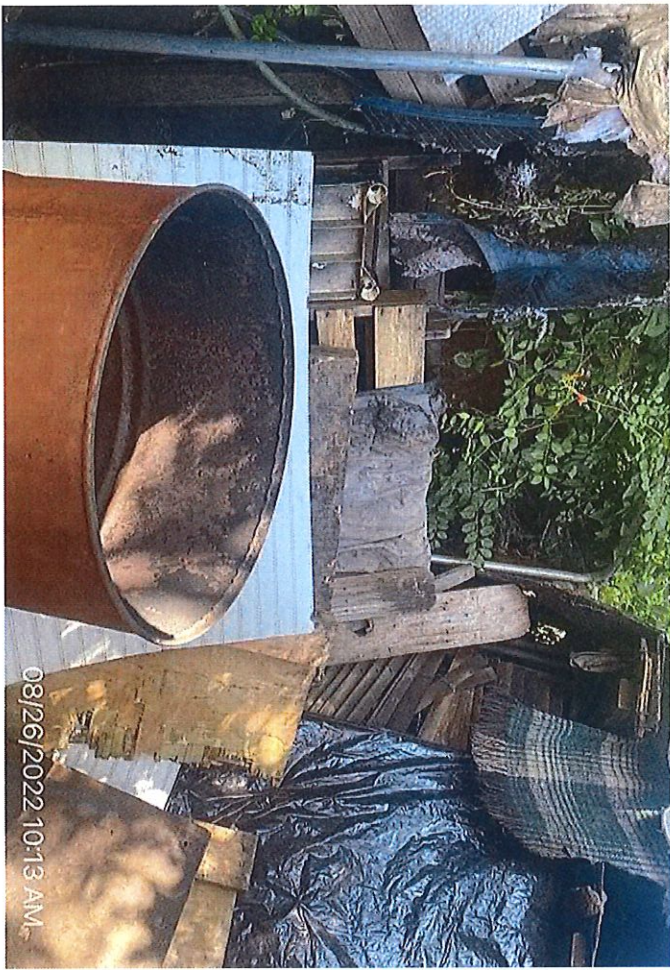
STRUCTURE FIRE			
Structure Type	Enclosed building	Building Status	In normal use
# Of Stories At Above Grade	1	# Of Stories Below Grade	0
Square Feet		Length	8
Width	12	Floor Of Origin	1
Fire Spread	Confined to building of origin		
Minor Damage	0	Significant Damage	0
Heavy Damage	0	Extreme Damage	1

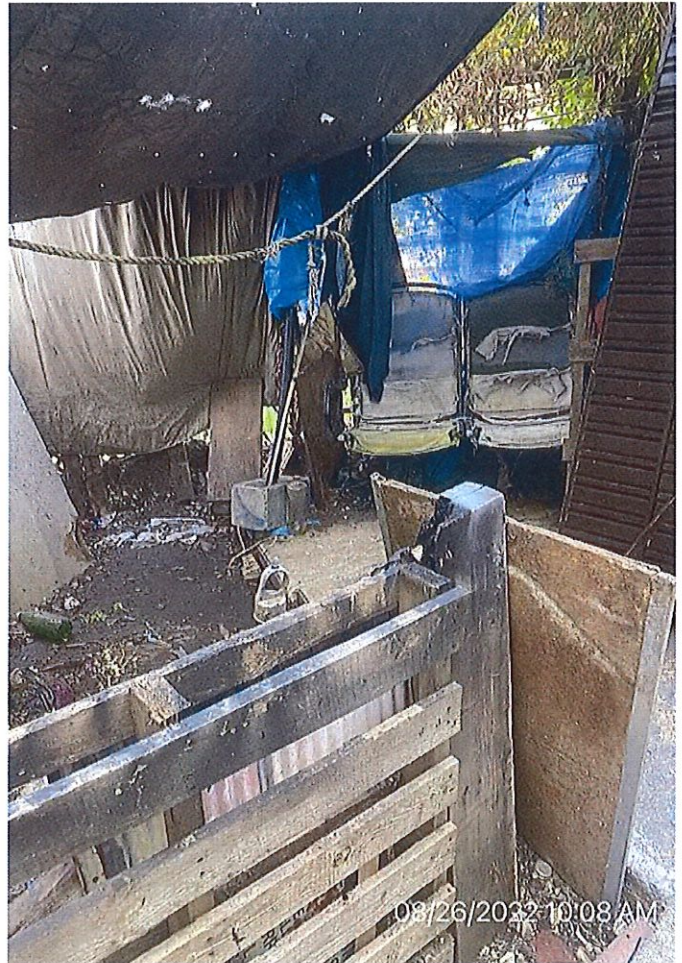
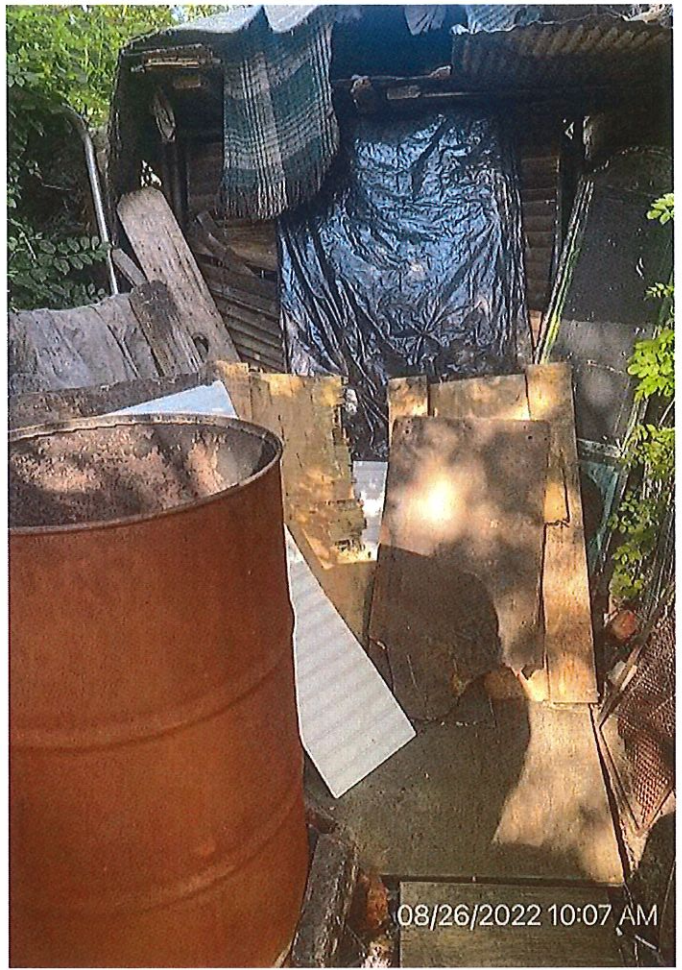
PEOPLE -- PERSON 1			
Is Owner	True	Business Name	
Telephone Number	316-300-0582	Involvement	Owner
Name	Daniel L Teague	Date of Birth	12/24/1971
Address	418 S F Street ST Wellington, KS 67152-		

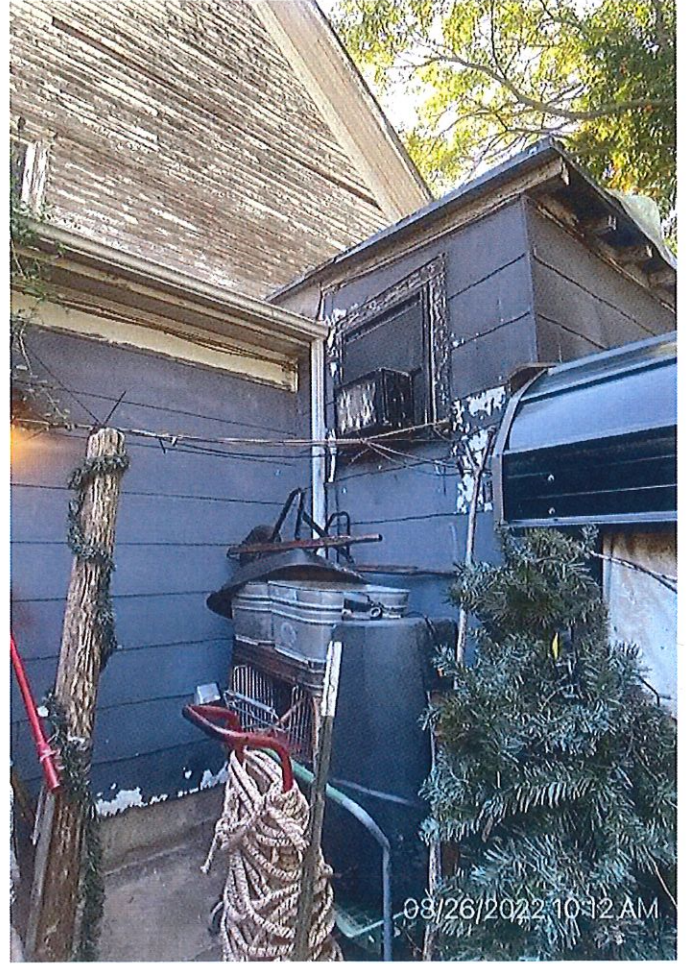
PEOPLE -- PERSON 2			
Is Owner	False	Business Name	
Telephone Number		Involvement	Occupant
Name	Jeremy W Corter	Date of Birth	
Address	418 S F Street ST Wellington, KS 67152-		

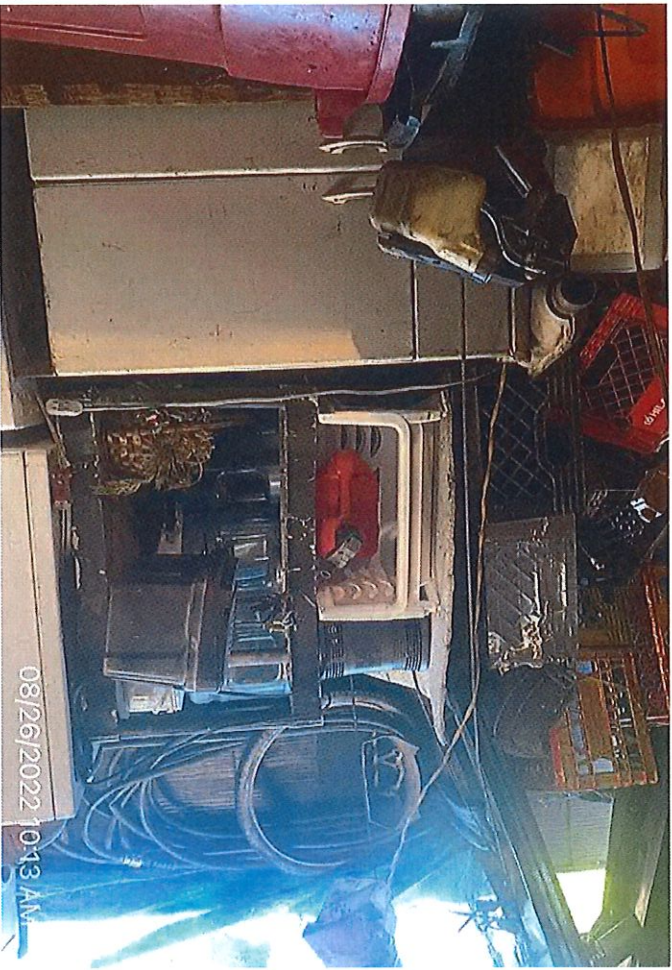
Member Making Report (Assistant Chief Vic Sandell): _____

Incident Reviewer (Chief Tim K Hay): _____





















11/30/2022 10:06 AM



11/30/2022 10:06 AM



Building & Codes Department
19 Industrial Ave
Wellington, KS 67152
Ph#620-326-3871

November 28, 2022

Danny & Michelle Teague
418 S F Street
Wellington, Kansas 67152

Re: Immediate hazard

Location: **418 S F Street**
Wellington, Kansas 67152

Dear **Mr. & Mrs. Teague**

This office has determined the need to bring the issues surrounding the overall conditions of the property located at **418 South F** to the attention of the Governing Body of the City of Wellington, Kansas, at 6:30 p.m. in the Council Chambers at 317 South Washington, in said city, on the **6th day of December, 2022**.

The Code Compliance Officer of the City of Wellington, Kansas, has prepared in advance, a statement in writing asserting that the structure in question is unsafe, dangerous, and a blight upon the neighborhood.

Although your presence is not required, it would be in your interest to attend, and, are welcome to do so. If you have any questions regarding this matter, please contact the Building and Codes Department at 19 Industrial Ave or by phone at (620) 326 3871.

Sincerely,

Building & Codes Department
City of Wellington

(First Published in the Wellington Daily News December 14, 2022)1t

RESOLUTION NO.

A RESOLUTION FINDING THE STRUCTURE LOCATED ON LOTS 9 AND 10, BLOCK 90 ORIGINAL TOWN, CITY OF WELLINGTON, SUMNER COUNTY, KANSAS

ALSO KNOWN AS 418 S F St. IS AN IMMEDIATE HAZARD TO THE PUBLIC

WHEREAS, the structure located on Lots 9 and 10, Block 90, Original Town, City of Wellington, Sumner County, Kansas., also known as 418 S F St. did sustain substantial structural damage to a shed due to fire, smoke, and water on the evening of November 17, 2022 and

WHEREAS, the enforcing officer of the City of Wellington, Kansas, has filed a report with the Governing Body of said city stating that in its present damaged condition said structure constitutes an immediate hazard to the public safety and should be taken down without delay and without prior notice to the owner and others with interest, as allowed by Section 110.1.1 of the 2015 International Property Maintenance Code and K.S.A. 12-1756.

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

SECTION I

That the Governing Body of the City of Wellington finds the structure located on Lots 9 and 10, Block 90, Original Town, City of Wellington, Sumner County, Kansas also known as 418 S F St^h St to be an immediate hazard to the public safety due to damage sustained by fire and the rubbish and debris on the property, and

SECTION II

That said structure, debris and rubbish shall be taken down without delay and without prior notice to the owner and others with interest and that the enforcing officer is hereby granted authority to cause such work to be done to protect the public safety as allowed by Section 110.1.1 of the 2015 International Property Maintenance Code and K.S.A. 12-1756; and

SECTION III

By virtue of powers granted to them by Section 110.1.1 of the 2015 International Property Maintenance Code and K.S.A. 12-1755, a request should be made of the owner and others with interest in said structure for reimbursement for the costs of any and all actions taken by the City in the execution of Section II above.

ADOPTED by the Governing Body of the City of Wellington, Kansas this 6th day of December 2022.

Mayor
Jim Valentine

(SEAL)

ATTEST:

FORM APPROVED:

City Clerk
Heidi Theurer

City Attorney
Shawn DeJarnett



Memorandum

To: Honorable Mayor and City Council

From: Jeff Porter, City Manager

Date: December 6th, 2022

Re: State's Municipal Investment Pool

Kansas statute limits the vehicles municipalities may use to invest idle funds. One of the options used by many communities, including Wellington, is the State's Municipal Investment Pool (MIP). Using the MIP allows cities, school districts, and other local governments to create more extensive investment portfolios and reduce costs to maximize returns for participating agencies.

The attached resolution restates the City's wish the participate in the program and which employees are authorized to take action on funds held in the MIP.

RESOLUTION NO. _____
STATE OF KANSAS
MUNICIPAL INVESTMENT POOL
RESOLUTION

WHEREAS, the City of Wellington undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is 486006451

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name: Mary M. Green		Name: Jeffrey M. Porter
Signature:		Signature
Title: City Treasurer		Title: City Manager

Name: Heidi M. Theurer		
Signature:		
Title: City Clerk		

3. Depositor Contact:

Name: Mary M. Green	Email: marygreen@cityofwellington.net	
Title: City Treasurer	Phone: 620-326-3399	
Address: 317 South Washington Ave.	Fax: 620-326-8506	
City: Wellington	State: Kansas	Zip: 67152

4. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

APPROVED AND ADOPTED at Wellington, Kansas this 6th day of December, 2022.

Jim Valentine, Mayor
City of Wellington

(SEAL)

ATTEST:

Heidi Theurer, City Clerk
City of Wellington

FORM APPROVED:

Shawn R. DeJarnett, City Attorney
City of Wellington



**To: Honorable Mayor & Council
Jeff Porter, City Manager**

From: Jeremy M. Jones, Director of Public Works

Date: December 1, 2022

Re: Design services for 15th St. Bridge Guardrail Repair/Replacement

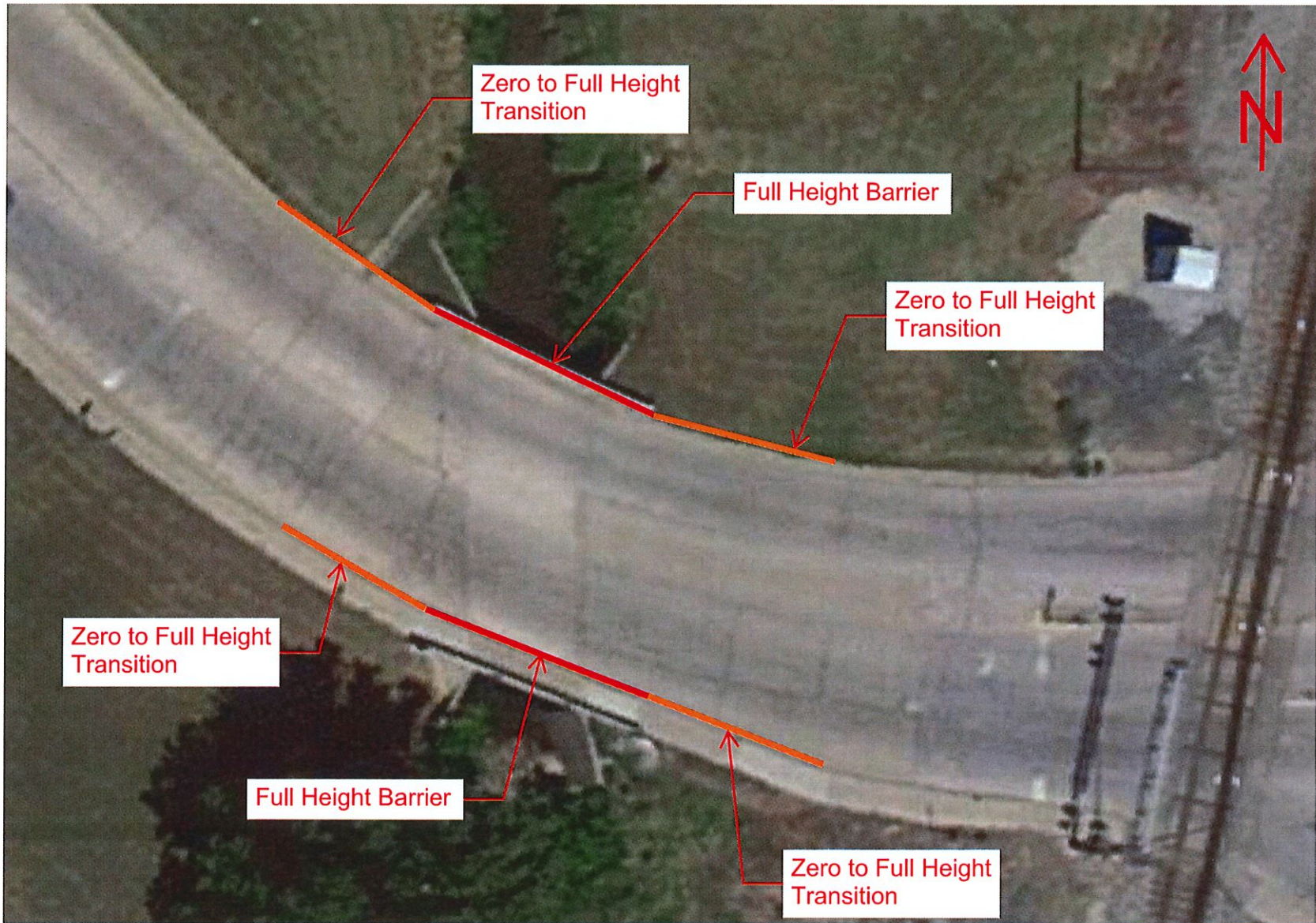
On or about October 15, 2022, the north guardrail on the 15th Street Bridge over Rock Island Slough was hit by a vehicle and damaged. Due to the age of the bridge, the guardrail no longer meets safety standards and should be replaced with a compliant and safer system. After discussions with PEC and looking at different options, we believe a solid concrete barrier provides the best solution. This barrier will extend further east and west than the existing guardrail, protects vehicles from extensive damage or injury from sudden impact and does not require narrowing the driving surface. Other less expensive options would take up 6 or more feet of street on each side to create safety areas from the north and south edges of the bridge.

This design proposal is for a solid concrete barrier to be constructed/installed at the existing curb location to prevent vehicles driving off the roadway, with tapered ends to prevent sudden impact collisions. Photos provided for reference include the proposed locations of the barriers and what a similar system looks like on the 12th Street bridge.

The total estimated cost of construction is \$36,555 for both sides of the bridge. A portion of the cost may be reimbursed through the driver's insurance with the remaining funds coming from the Street Department operating budget.

Staff recommends approval of the resolution.





Wellington, Kansas

Google

Street View - Sep 2012



Google

Image capture: Sep 2012 © 2022 Google



15th St. Bridge Guard Rail Repair

Item	Quantity	Unit Cost	Total	
Concrete (N)	10.972	\$800.00	\$8,777.78	
Steel (N)	1500	\$3.00	\$4,500.00	\$13,277.78
Concrete (S)	10.972	\$800.00	\$8,777.78	
Steel (S)	1500	\$3.00	\$4,500.00	\$13,277.78
Traffic Control	1	\$5,000.00	\$5,000.00	
Mobilization	1	\$5,000.00	\$5,000.00	
Total			\$36,555.56	
Design	1	\$16,000.00	\$16,000.00	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA,
KANSAS FOR PROJECT DESIGN SERVICES IN THE AMOUNT OF \$22,500.00 FOR
THE 15TH STREET BRIDGE GUARDRAIL REPLACEMENT PROJECT**

WHEREAS, a proposed Project Design Services Agreement has been submitted by Professional Engineering Consultants, P.A. of Wichita, Kansas for the 15th Street Bridge Guardrail Replacement Project, and

WHEREAS, the City Clerk and Director of Public Works have ascertained that funds are available for this project, and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Wellington, KS that the City Manager is hereby authorized to execute, on behalf of the City, a Project Design Services Agreement with Professional Engineering Consultants, P.A. of Wichita, Kansas in the amount of \$22,500.00 for the 15th Street Bridge Guardrail Replacement Project.

APPROVED AND ADOPTED at Wellington, KS this 6th day of DECEMBER 2022.

Mayor

ATTEST:

City Clerk

FORM APPROVED:

City Attorney