EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
November 15, 2021 – 6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation –** Pastor Mark Somerville from Family Worship Center
4. **Pledge of Allegiance –** Circle Middle School Student Council

Proclamations and Recognition

5. Service Awards
6. American Education Week Proclamation

Personal Appearances. Personal appearances are opportunities for organizations or citizens to make special presentations before the City Commission. Such appearances are scheduled in advance of the meeting by calling City Clerk Tabitha Sharp at (316) 321-9100 by 5:00 pm the Tuesday preceding the meeting. Presentations are limited to ten minutes. Any presentation is for information purposes only; no action will be taken.

7.

Public Comments. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon the Mayor. Comments on personnel matters and matters pending in court are not permitted. Speakers are limited to three minutes. Any presentation is for information purposes only; no action will be taken.

8. Peter and Judith Storandt

Consent Agenda *(Consent agenda items will be acted on by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.)*

9. Approval of City Commission Minutes from June 21, 2021 and October 18, 2021 and Special City Commission Minutes from October 27, 2021
10. Appropriation Ordinance No. 10-21 in the amount of $1,840,701.10

Old Business

11. None

New Business

12. Consideration of the Hazardous Materials Agreement with Butler County
13. Consideration of a Special Use Permit at 323 S. Main Street (Public Assembly)
14. Consideration of Myers East Addition Public Infrastructure Authorization
15. Consideration of Proposed Parks and Recreation Ordinances
16. Consideration of Graham Park Playground
17. Consideration of Orscheln's IRB Agreement
18. Consideration of Kansas Collegiate Baseball Agreement

19. Consideration and Sale of G.O. Bonds, Series 2021

<u>Discussion Items</u>
20. None

<u>Reports</u>
21. City Commission and Advisory Board Updates
22. City Manager

<u>Executive Session</u>
23. Commissioner ___________ moved to recess into executive session pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) for the purposes of discussing non-elected personnel and succession plans and to reconvene the meeting at _____ p.m. in the City Commission Room.

Commissioner ___________ seconded the motion.

<u>Adjournment</u>
24. Consideration of a motion to adjourn the November 15, 2021 regular meeting

PUBLIC COMMENT POLICY:
Citizens are encouraged to address the City Commission during regularly scheduled meetings. This policy is intended to provide some guidelines to ensure that all El Dorado citizens have a chance to address the Commission.

1. Each citizen will state their name and address before making comments.
2. There are no residency requirements.
3. Each citizen will have 3 minutes to present his or her comments.
4. An extension of time, if necessary, may be approved but must be by a majority of the City Commission.
5. Comments or questions will be directed only to the City Commission.
6. Citizens will follow the decorum policy.
7. Debate or argument between parties in the audience will not be allowed.
8. Certain legal issues may not be discussed. (Examples include but are not limited to personnel issues, lawsuits, etc.)
9. Violation of this public comment policy will result in the citizen being directed to cease or resume sitting.

Approved by the Commission this 2nd day of May 2005.

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, education employees--be they custodians or teachers, bus drivers or librarians--work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise;

NOW, THEREFORE, I, Bill Young, Mayor of El DORADO, KANSAS do hereby proclaim THE WEEK OF Nov 15-19, 2021 as the observance of

AMERICAN EDUCATION WEEK

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas to be affixed the 15th day of November, 2021.

____
Mayor Bill Young

Seal

____
Tabitha Sharp, City Clerk

EL DORADO CITY COMMISSION MEETING **June 21, 2021**

The El Dorado City Commission met in a regular session on June 21, 2021 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Matt Guthrie (arrived at 6:49 p.m.), Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Clint Arndt	Sunflower Care Homes	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the June 21, 2021 meeting to order.

INVOCATION

Reverend Mark Somerville, Family Worship Center, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of an advisory board application for the Planning Commission for Donald Nichols for a term to expire on December 31, 2023.

Commissioner Kendra Wilkinson moved to approve the consent agenda as presented.

Commissioner Matt Guthrie seconded the motion.

Motion carried 4 – 0.

NEW BUSINESS

APPLICATION TO REZONE (O-I TO I-1) 10 LOTS IN THE EL DORADO BUSINESS PARK

City Engineer Scott Rickard stated that staff are requesting lots in the Business Park to be rezoned as light industrial. He stated that the area surrounding these lots is zoned as I-1 already. He stated that the Planning Commission recommended approval 6 – 0.

Commissioner Gregg Lewis moved to approve Case No. 21-03-REZ, requesting a rezoning of 10 Lots in the El Dorado Business Park to I-1 Light Industrial District and that Ordinance No. G-1355 be approved.

Commissioner Nick Badwey seconded the motion.

Roll Call Vote

Position No. 2	Commissioner Gregg Lewis	Yes
Position No. 3	Commissioner Nick Badwey	Yes
Position No. 4	Commissioner Kendra Wilkinson	Yes
	Mayor Bill Young	Yes
Position No. 1	Commissioner Matt Guthrie	Absent

APPLICATION TO REZONE (R-1 TO R-3) 522 W 5TH AVENUE

City Engineer Scott Rickard stated that the applicant on this project is considering building a nursing home facility on the property that was previously Jefferson Elementary. He stated that there could be some concerns about noise, traffic, some visual impairment and property values. He stated that this could benefit the city because less than one percent of the rentals in the City are currently vacant, only 17 homes are currently available for sale and the new 32 home housing addition has had 500 applications.

Commissioner Kendra Wilkinson confirmed that there were twelve rooms.

Clint Arndt, Sunflower Care Homes, stated that he is looking at expanding their properties into El Dorado. He stated that it is an adult care facility, operated 24-7 by licensed nursing staff, but is a smaller facility to provide more individual care. He stated that they will provide 10 to 15 new jobs for El Dorado.

Commissioner Wilkinson stated that they are starting on the corner of the property and if it is successful, they will add an identical building on the west side. He stated that if both are successful, they will expand further.

Commissioner Gregg Lewis moved to approve Case No. 21-04-REZ, requesting a rezoning of 522 W. 5th Avenue to R-3 Multifamily Residential District and that Ordinance No. G-1356 be approved.

Commissioner Nick Badwey seconded the motion.

Roll Call Vote

Position No. 2	Commissioner Gregg Lewis	Yes
Position No. 3	Commissioner Nick Badwey	Yes
Position No. 4	Commissioner Kendra Wilkinson	Yes
	Mayor Bill Young	Yes
Position No. 1	Commissioner Matt Guthrie	Absent

SPECIAL USE PERMIT APPLICATION – 522 W 5TH

City Engineer Scott Rickard stated that the same property needs a special use permit for a nursing home. He stated that it is currently zoned as R3.

Commissioner Gregg Lewis moved to approve Case No. 21-03-SUP, requesting a Special Use Permit for a nursing or convalescent home at 522 W. 5th Avenue and that Ordinance No. G-1357 be approved.

Commissioner Nick Badwey seconded the motion.

Roll Call Vote

Position No. 2	Commissioner Gregg Lewis	Yes
Position No. 3	Commissioner Nick Badwey	Yes
Position No. 4	Commissioner Kendra Wilkinson	Yes
	Mayor Bill Young	Yes
Position No. 1	Commissioner Matt Guthrie	Absent

DEER RUN FINAL PLAT

City Engineer Scott Rickard stated that the Planning Commission reviewed the plat and has approved it unanimously. He stated that the developer will leave it R1, he will put in a sidewalk which will allow him to build smaller homes and have smaller setbacks.

Commissioner Nick Badwey moved to accept the right-of-way and easement dedications in the Deer Run Final Plat.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

EVERGY UNDERGROUND UTILITY PROPOSAL

City Engineer Scott Rickard stated that the scope of this project will be the one hundred block of North Main on the East and West side.

City Manager David Dillner stated that Evergy would like to upgrade the system in this area. He stated that they are willing to place the utilities underground in this area at a cost to the City of approximately $380,000, which is less than the price originally quoted because Evergy will be covering the upgrades.

City Manager Dillner stated that the cost to the City includes $40,000 to underground the Cox utility, but staff have been unable to reach AT&T to find out if they would be willing to participate.

City Manager Dillner stated that Evergy would like a decision relatively quickly because they are ready to move forward with their project. He stated that staff could self-perform some of the work to limit costs.

Mayor Bill Young asked if the conversation could be continued in order to see if AT&T would participate.

Commissioner Gregg Lewis asked if they would require the payment up front or if it could be spread over time.

Commissioner Nick Badwey stated that if they can't get AT&T on board, it doesn't make sense to do it for only two of the utilities.

City Engineer Rickard stated that he has discussed placing some empty conduit in the trench so that future utilities could place their infrastructure there if they are unable to right now.

Commissioner Kendra Wilkinson stated that if they don't do it now, there would likely not be another opportunity to do it in the near future.

Mayor Young stated that he felt it warrants further discussion because it is an opportunity to clean up the parking lots in the downtown.

Commissioner Kendra Wilkinson moved to table the discussion until further information could be obtained from AT&T and Evergy.

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Matt Guthrie asked about the e-mail regarding the property that was being re-platted. He stated that he knows that Sarah is out a lot, but there are a lot of lots that aren't being mowed. He asked if the process could be sped up to encourage the mowing process.

City Manager David Dillner stated that unfortunately, we have to follow State law on this process and so we can not make it shorter.

Commissioner Guthrie stated that he would like to do something to encourage volunteerism in the City. He asked if the Commission would support a trophy that would recognize volunteers in the community.

The City Commission agreed to hear a proposal from Commissioner Guthrie.

Mayor Bill Young stated that he would like to propose a fire hydrant painting program. He stated that he asked staff to send out some possibilities for the program.

CITY MANAGER REPORT

City Manager David Dillner stated that the release has taken place for the 150Fest lineup. He reviewed the plans for the festival.

City Clerk Tabitha Sharp stated that a drum corp from Texas is in town to use BG Stadium for practice over the next thirty days. She reviewed their schedule and stated that they are planning a few public performances and a clinic for local students.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 7:23 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

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City Clerk Tabitha D. Sharp Mayor Bill Young

EL DORADO CITY COMMISSION MEETING **October 18, 2021**

The El Dorado City Commission met in a regular session on October 18, 2021 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Matt Guthrie, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, Finance Director Alyssa Warner and City Engineer Scott Rickard, and City Clerk Tabitha Sharp. Absent: Commissioner Gregg Lewis and City Attorney Ashlyn Lindskog.

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Leon Leachman	El Dorado Main Street	El Dorado, KS
Jackie Clark	El Dorado Main Street	El Dorado, KS
Syndee Scribner	826 W 4th	El Dorado, KS
LuAnne Vides	1911 SE 140th Street	Augusta, KS
Deena Eaton	429 Ohio Street	El Dorado, KS
Stan Martin	253 Post Road	El Dorado, KS
Steve Seymour	810 Waco	El Dorado, KS
Danell Coley	810 Waco	El Dorado, KS
Vern Barker	1265 South Topeka	El Dorado, KS
Jerry L. Thorborn	1157 Sheldon	El Dorado, KS
Ray	811 West Central	El Dorado, KS
Janet Baker	1835 Megan Circle	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the October 18, 2021 meeting to order.

INVOCATION

Pastor Stan Marten, First Presbyterian Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read a proclamation declaring October 2, 2021 as Kansas Upsilon Chapter of Alpha Delta Kappa day.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Steve Seymour, 810 Waco, stated that he was representing American Legion Post 81 and offered kudos to the city staff for the 150th Festival, he stated that it was a great event.

Jerry Thorburn, 1157 Sheldon, stated that the south side of his property, Finney has been graded and he cannot mow it correctly or access his back gate because of the way they graded it.

Leon Leachman and Jackie Clark, El Dorado Main Street, stated that Trick or Treat down Main Street will be held Friday, October 29th from 4 to 6 p.m. He stated that it will go from about the 100 block of south Main up to the YMCA on north Main. He stated they will have anywhere from 45 to 70 vendors handing out candy.

CONSENT AGENDA

Approval of City Commission Minutes from October 4, 2021 and Special City Commission Minutes from September 29, 2021.

Approval of Appropriation Ordinance number 09-21 in the amount of $4,017,348.82.

Commissioner Nick Badwey moved to approve the consent agenda as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

NEW BUSINESS

CONSIDERATION OF BUTLER COMMUNITY COLLEGE FIRE TRAINING FACILITY AGREEMENT

City Manager David Dillner stated that Butler Community College has requested permission to build a live fire training facility to the west of the existing facility. He stated that the new facility will be able to host higher temperature live fire training. He stated that they estimate the cost of the facility to be $14,000, but have not requested that the city participate in the cost, however staff believe that the city can contribute to the project. The college has stated that the city fire department will be able to utilize the facility as well.

Commissioner Matt Guthrie moves to authorize the City Manager to sign the Butler Community College Fire Training Facility Agreement

Commissioner Kendra Wilkinson seconded the motion.

Mayor Bill Young stated that he thought this was a great opportunity for training.

Commissioner Nick Badwey asked if the price goes up, will our price remain the same.

Mayor Young stated that they have already purchased them.

Motion carried 4 – 0.

CONSIDERATION OF SPECIAL USE PERMIT APPLICATION FOR 1425 E 6TH AVENUE

City Engineer Scott Rickard stated that this special use permit is in the extraterritorial jurisdiction. He stated that the Planning Commission and Butler County Commission have both recommended approval of the application.

Commissioner Nick Badwey moved to approve Case No. 21-06-SUP, requesting a Special Use Permit for an Accessory Apartment at 1425 E. 6th Avenue and that Ordinance No. G-1358 be approved.

Commissioner Kendra Wilkinson seconded the motion.

Commissioner Matt Guthrie asked how far it would be from the river bank.

City Engineer Rickard stated that the

Roll Call Vote

Position No. 1	Commissioner Matt Guthrie	Yes
Position No. 2	Commissioner Gregg Lewis	Absent
Position No. 3	Commissioner Nick Badwey	Yes
Position No. 4	Commissioner Kendra Wilkinson	Yes
	Mayor Bill Young	Yes

CONSIDERATION OF 2022 SALARY SCHEDULE

City Clerk Tabitha Sharp stated that staff are requesting approval of the 2022 proposed salary schedule. She stated that the primary changes are an increase to the entry level positions from $13.26 to $15 per hour. She stated that staff are requesting this in order to be more competitive with the local market.

Commissioner Matt Guthrie moved to approve Resolution No.2930, a Resolution amending Resolution No. 2910, which established 2021 salaries and wages paid to various employees of the City of El Dorado and allocated the various funds of said City, charges and debits for the payment of compensation of wages of all City officials and employees.

Commissioner Nick Badwey seconded the motion.

Mayor Bill Young asked if staff considered other positions when they made changes to the beginning of the schedule.

City Clerk Sharp stated that because of changes made in this year's schedule, there was no compression needed.

Motion carried 4 – 0.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Matt Guthrie stated that the CTC Board met and we have received the results of the follow-up survey to the 150th Festival. He stated that many people would like to see something like that or Prairie Port in the future. He stated that all but one downtown business who responded saw an increase in business that day. He stated that they had a great meeting and are looking forward to planning some more events.

Mayor Bill Young stated that the EFABC met last week. They are working on the packages and pricing for the skyboxes. He stated that they are also looking at long-term maintenance costs to determine how much fund raising they need to do. He stated that city staff are looking at protection for the turf so that we can host larger events on the field.

CITY MANAGER REPORT

City Manager David Dillner stated that the El Dorado Chamber of Commerce is hosting a candidate forum here at City Hall on Tuesday evening. He stated that it will be broadcast on Channel 7 and other social media outlets and available on those outlets from now until the election.

City Manager Dillner stated that the restrooms in the parks have been closed for the season.

City Manager Dillner stated that the city is now accepting online registrations for youth basketball.

City Manager Dillner stated that Riverview Park is almost complete, the swings and benches will be in soon.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 7:06 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

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City Clerk Tabitha D. Sharp Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING October 27, 2021

The El Dorado City Commission met in special session on October 27, 2021 at 5:00 pm at 220 E 1st Avenue with the following present: Vice Mayor Gregg Lewis, Commissioner Matt Guthrie, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: Mayor Bill Young, Commissioner Nick Badwey and City Attorney Ashlyn Lindskog

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Syndee Scribner	826 W 4th	El Dorado, KS

Representatives from the Kansas Collegiate Baseball League

CALL TO ORDER

Vice Mayor Gregg Lewis called the October 27, 2021 Special City Commission meeting to order at 5:00 p.m.

ITEMS TO BE PLACED ON THE REGULAR AGENDA

The City Commission reviewed the items to be placed on a future agenda.

ITEMS FOR PRESENTATION AND DISCUSSION

PROPOSED PARK FOR WEST EL DORADO

City Manager David Dillner stated that staff are proposing a park on the west side of El Dorado near the new Flint Creek division. He stated that the closest park is approximately a mile and a half away across several major streets.

Commissioners Guthrie and Wilkinson stated that they would like to see a proposal for another ADA park.

COLLEGIATE BASEBALL LEAGUE

Kevin Wishart, Parks and Recreation Director, stated that the City has received a proposal from the Kansas Collegiate Baseball League to have a team play at McDonald Stadium.

Representatives from the league stated that they would play 12-16 games and would seek to be heavily involved in the community.

The City Commission agreed to move forward with the discussion.

PROPOSED PARKS AND RECREATION ORDINANCES

Parks and Recreation Director Kevin Wishart presented ordinances for changes to the park curfew to dusk to dawn, disallowing pets at children's recreational events and the imposition of a fine for violation of items in Chapter 18 of the Municipal Code.

The City Commission stated that they would like to see something protecting activities at lit facilities after dark.

DANGEROUS ANIMAL ORDINANCE REVIEW

Public Works Director Brad Meyer reviewed the history of the dangerous animal ordinance, specifically as it pertains to pit bulls.

After discussion, the Commission agreed to leave the ordinance as it is.

COMMISSION REPORTS

Commissioner Matt Guthrie stated that the City won two awards at the Travel Industry conference.

ADJOURNMENT

Vice Mayor Gregg Lewis moved to adjourn the meeting at 6:10 p.m.

Commissioner Matt Guthrie seconded the motion.

Motion carried 3 – 0.

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City Clerk Tabitha D. Sharp Mayor Bill Young

Expense Approval Report

City of El Dorado, KS

By Fund

Payment Dates 10/1/2021 - 10/31/2021

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
T & D TIRE AND AUTO REPAIR	19263	#164 REPAIR 18	001-014-5207-0000	15.00
PROFESSIONAL ENGINEERING ...	524772	BUSINESS PARK REPLAT	001-011-5201-0000	5,640.00
O'REILLY AUTOMOTIVE, INC	0255-206495	T-3 FREON	001-023-5307-0000	11.98
SEVEN K COMPANY	180748	UNIFORM SUPPLY	001-023-5305-0000	69.00
SEVEN K COMPANY	180763	UNIFORM SUPPLY	001-023-5305-0000	343.95
T & D TIRE AND AUTO REPAIR	19348	2 NEW TIRES / BALANCE / DIS...	001-023-5207-0000	808.00
HELENA AGRI-ENTERPRISES, L...	64245286	BALLFIELD CHEMICALS	001-051-5304-0000	110.20
PYE-BARKER FIRE & SAFETY LLC	PSI577476	KITCHEN SYSTEM INSPECTION	001-023-5206-0000	70.00
O'REILLY AUTOMOTIVE, INC	0255-214924	COPPER PLUG	001-023-5307-0000	6.78
T & D TIRE AND AUTO REPAIR	19371	TOWER 1 REPAIR	001-023-5207-0000	40.00
AMAZON CAPITAL SERVICES	1VGL-NV9Y-DPL1	TRASH CANS, EDGER BLADES,...	001-033-5310-0000	314.56
SUTHERLAND LUMBER TALLG...	143607	TRAINING ROOM	001-023-5211-0000	67.00
LLUVIA QUINTERO	INV0044101	9-7-2021 LESLIE GARCIA-PEREZ...	001-000-1017-0000	25.00
WAL-MART STORES INC	INV0044105	9-8-21 SHAWNA KAY PEART R...	001-000-1017-0000	619.52
WITMER PUBLIC SAFETY GRO...	2147298	HELMET SHIELDS	001-023-5305-0000	497.00
ACE HARDWARE	K72510	STAPLEGUN / STAPLES	001-023-5302-0000	28.97
FASTENAL COMPANY	KSELD114434	EARPLUGS / EYEWEAR	001-023-5312-0000	178.03
RESCUE SPECIALISTS	1031	HYDRUALIC RESCUE TOOLS	001-023-5207-0000	1,330.00
HOOVER MOWER SALES, LLC	10588	SCAG MOWER REPAIR	001-033-5207-0000	1,307.15
SUTHERLAND LUMBER TALLG...	143740	TRAILER	001-033-5308-0000	31.58
ACE HARDWARE	K72553	STATION 1	001-023-5306-0000	16.99
BRONCO LOCKSMITH	325432	PAD LOCKS / KEYS FOR EAST &...	001-051-5310-0000	129.04
INDUSTRIAL SALES COMPANY, ...	1105657-000	LAKE IRRIGATION REPAIRS	001-051-5308-0000	171.37
SUTHERLAND LUMBER TALLG...	143806	SWITCH	001-023-5306-0000	21.16
T & D TIRE AND AUTO REPAIR	19436	2 NEW TIRES	001-023-5207-0000	510.00
MALLORY SAFETY & SUPPLY LLC	5182933	NAME TAPE GOLD	001-021-5305-0000	30.99
SAMMY RIVERA	EDMC-21-01	TRANSLATION OF 3 MUNICIPA...	001-013-5201-0000	511.20
INTRUST CARD CENTER	INV0043992	A KITTERMAN NOTARY FEE	001-021-5211-0000	25.00
INTRUST CARD CENTER	INV0043992	FUEL MOTORCYCLE #689	001-021-5303-0000	15.33
INTRUST CARD CENTER	INV0043992	CUTLERY/COKE	001-021-5310-0000	19.20
INTRUST CARD CENTER	INV0043993	(3) BATTERIES HANDHELD BRA...	001-021-5310-0000	111.15
INTRUST CARD CENTER	INV0043993	(10) 256GB USB 3.0 GLASH DR...	001-021-5310-0000	307.60
INTRUST CARD CENTER	INV0043993	A KITTERMAN NOTARY STAMP	001-021-5310-0000	17.97
INTRUST CARD CENTER	INV0043993	1000 WHITE CD/DVD SLEEVES	001-021-5310-0000	23.98
INTRUST CARD CENTER	INV0043993	J ANDREWS 128GB MEMORY ...	001-021-5310-0000	27.05
INTRUST CARD CENTER	INV0043994	MEAL DETECTIVES KCMO	001-021-5211-0000	71.42
INTRUST CARD CENTER	INV0043994	FUEL KCMO TRIP	001-021-5303-0000	27.90

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0043997	REGISTER DEEDS-LEGION MOA…	001-011-5213-0000	360.80
INTRUST CARD CENTER	INV0044001	UPS:SHIPPING TO PATROLEYES	001-021-5213-0000	21.26
INTRUST CARD CENTER	INV0044002	MENARDS: CEILING TILES	001-011-5306-0000	309.21
INTRUST CARD CENTER	INV0044002	AMAZON: DIAGNOSTIC CODE …	001-033-5302-0000	66.49
INTRUST CARD CENTER	INV0044002	ROCK AUTO: ENGINE CONTROL…	001-033-5307-0000	21.78
INTRUST CARD CENTER	INV0044002	WALMART: ANIMAL SHELTER …	001-041-5310-0000	204.28
INTRUST CARD CENTER	INV0044003	ROCKAUTO: ENGINE HARNESS…	001-033-5307-0000	40.78
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 8/30/21	001-011-5211-0000	14.98
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 9/7/21	001-011-5211-0000	18.30
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 8/31/21	001-011-5211-0000	14.84
INTRUST CARD CENTER	INV0044005	COMMISSION MEET & GREET	001-011-5211-0000	175.91
INTRUST CARD CENTER	INV0044005	150 FEST SUPPLIES/COMMISS…	001-011-5213-0000	24.70
INTRUST CARD CENTER	INV0044006	BUSINESS CARDS FOR POLICE …	001-021-5212-0000	295.10
INTRUST CARD CENTER	INV0044009	BAGS FOR PPE	001-023-5310-0000	18.32
INTRUST CARD CENTER	INV0044009	SAFETY GLASSES	001-023-5312-0000	98.82
INTRUST CARD CENTER	INV0044010	TRAINING MEALS	001-023-5211-0000	103.03
INTRUST CARD CENTER	INV0044010	HOSE STRAPS	001-023-5302-0000	212.47
INTRUST CARD CENTER	INV0044011	TRAINING SUPPLIES	001-023-5211-0000	25.72
INTRUST CARD CENTER	INV0044011	OFFICER ACADEMY	001-023-5211-0000	400.00
INTRUST CARD CENTER	INV0044011	TRAINING SUPPLIES	001-023-5211-0000	25.32
INTRUST CARD CENTER	INV0044011	JANITORIAL SUPPLIES-SOAP, C…	001-023-5309-0000	165.00
INTRUST CARD CENTER	INV0044011	BANNERS	001-023-5310-0000	229.51
INTRUST CARD CENTER	INV0044011	WATER	001-023-5310-0000	49.68
INTRUST CARD CENTER	INV0044011	SUPPLIES	001-023-5310-0000	22.20
INTRUST CARD CENTER	INV0044012	MO VALLEY DIVISION DUES, M…	001-023-5211-0000	240.00
INTRUST CARD CENTER	INV0044017	WHISTLES, PICKLEBALLS, FOO…	001-051-5310-0000	12.52
INTRUST CARD CENTER	INV0044017	SOCCER GOALS	001-051-5331-0000	129.92
INTRUST CARD CENTER	INV0044017	WHISTLES, PICKLEBALLS, FOO…	001-051-5331-0000	92.76
INTRUST CARD CENTER	INV0044018	SOCCER / FL FB CONCESSIONS	001-051-5327-0000	36.00
INTRUST CARD CENTER	INV0044018	WATER	001-051-5327-0000	53.82
INTRUST CARD CENTER	INV0044023	VISTAPRINT/150 FEST THANK …	001-011-5212-0000	158.11
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-011-5301-0000	32.23
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-012-5301-0000	28.65
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-023-5301-0000	28.65
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-041-5301-0000	14.29
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-042-5301-0000	32.23
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	001-051-5301-0000	32.23
INDRAVADAN PATEL	INV0044102	9-20-21 RESTITUTION KAITLYN…	001-000-1017-0000	20.00
O'REILLY AUTOMOTIVE, INC	0255-218458	GATOR FUEL HOSE AND BRAKE…	001-042-5207-0000	25.99
TG TECHNICAL SERVICES	22193	HAZMAT MONITOR CALIBRAT…	001-023-5201-0000	350.00
MARTIN PRINGLE ATTORNEYS …	33740	GENERAL PROSECUTION SERV…	001-013-5201-0000	4,160.00
MARTIN PRINGLE ATTORNEYS …	33741	GENERAL CITY ADVISING THR…	001-011-5201-0000	5,300.00
PETTY CASH	INV0044019	#10518 AS BU CO REG OF DEE…	001-012-5212-0000	38.00
THE RADAR SHOP, INC	RS-12005	REPAIR DUAL DISPLAY FRONT/…	001-021-5307-0000	224.50

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
GRAFIX SHOPPE	140983	2019 BLACK DODGE CHARGE R…	001-021-5307-0000	280.00
SEVEN K COMPANY	181281	MEMORIAL PLAQUE FOR BEN…	001-033-5213-0000	278.34
T & D TIRE AND AUTO REPAIR	19455	UTILITY 1 TIRE REPAIRS	001-023-5207-0000	273.50
AMAZON CAPITAL SERVICES	1JLY-X93V-6QQ3	DUAL DASH CAM	001-023-5310-0000	66.99
SUTPHEN CORPORATION	40051574	VALVE, VPS CONTROL, PUMP …	001-023-5307-0000	380.37
SAFETY PLUS	RT1-005088	MONTHLY FIRST AID UPDATE …	001-021-5312-0000	85.30
SUTHERLAND LUMBER TALLG…	143865	TIRES FOR FLAG FOOTBALL CA…	001-051-5310-0000	39.56
IMAGEQUEST	IN2970589	REC PRINTING CHARGES	001-051-5210-0000	73.78
OFFICE OF THE KANSAS STATE …	INV0044088	JUDLAW FEE FOR MONTH OF …	001-000-1014-0000	140.00
OFFICE OF THE KANSAS STATE …	INV0044088	JUDLAW FEE FOR MONTH OF …	001-000-1016-0000	365.99
OFFICE OF THE KANSAS STATE …	INV0044088	JUDLAW FEE FOR MONTH OF …	001-000-1018-0000	3,210.55
OFFICE OF THE KANSAS STATE …	INV0044088	JUDLAW FEE FOR MONTH OF …	001-000-1019-0000	122.00
OFFICE OF THE KANSAS STATE …	INV0044088	JUDLAW FEE FOR MONTH OF …	001-000-1021-0000	60.00
SUTHERLAND LUMBER TALLG…	143904	WIRE	001-023-5306-0000	5.29
SUTHERLAND LUMBER TALLG…	143906	HEADSTONE REPAIR	001-042-5308-0000	9.58
4 STATE MAINTENANCE SUPPL…	629434	#PD WHITE M FOLD TOWELS	001-014-5310-0000	20.69
4 STATE MAINTENANCE SUPPL…	629436	#PW FOAM SOAP, PAPER TO…	001-014-5310-0000	135.30
4 STATE MAINTENANCE SUPPL…	629446	#ENGINEERING FOAM SOAP, …	001-014-5310-0000	96.62
BUMPER TO BUMPER OF EL D…	865055	#151 WATER PUMP	001-033-5307-0000	157.00
BUMPER TO BUMPER OF EL D…	865065	#151 BRAKE LINE 2X , FLARE FI…	001-033-5307-0000	23.33
BUMPER TO BUMPER OF EL D…	865074	OIL AND TIRE SEALANT FOR S…	001-033-5307-0000	94.69
SUSAN B ALLEN MEMORIAL H…	INV0044103	9-27-21 RORY SANDFORT REST…	001-000-1017-0000	26.50
KBI LAB	INV0044106	9-27-2021 TRINITY ROSE MAL…	001-000-1017-0000	400.00
ACE HARDWARE	K72701	REPAIR AT RICE	001-033-5307-0000	8.78
FAVRE LAW LLC	02712	TRINITY MALM 21-00672	001-013-5201-0000	200.00
FAVRE LAW LLC	02713	TIMOTHY MCFADDEN 21-00903	001-013-5201-0000	200.00
FAVRE LAW LLC	02714	ARIES SELF 21-01101	001-013-5201-0000	200.00
COLLISION CENTER OF EL DOR…	1239	REPAIR-2019 DODGE CHARGE …	001-021-5307-0000	6,508.45
SUTHERLAND LUMBER TALLG…	143924	TEXTURED CEILING TILES	001-011-5306-0000	59.99
STUNTCAMS LLC	20210928E	T REITER BODY CAM REPLACE…	001-021-5308-0000	85.00
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	001-011-5213-0000	126.90
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	001-021-5213-0000	169.20
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	001-023-5213-0000	42.30
PRAIRIE POTS LLC	8262	DISC GOLF, GRAHAM PARK	001-033-5210-0000	90.00
PRAIRIE POTS LLC	8262	DISC GOLF, GRAHAM PARK	001-051-5210-0000	180.00
BUMPER TO BUMPER OF EL D…	865107	#151 BRAKE DISC PAD 2X	001-033-5307-0000	92.95
EVERGY	9882584222 SEPT 2021	STREET LIGHTS SVC 8/27/2021…	001-012-5205-0000	14,535.26
CHENEY DOOR COMPANY INC	0408724-IN	REPLACED FRONT IDLER SPRO…	001-023-5206-0000	475.00
BRADY INDUSTRIES OF KANSAS	1864607	CLEANING SUPPLY	001-051-5309-0000	553.06
T & D TIRE AND AUTO REPAIR	19486	DUMP TRUCK TIRE	001-042-5207-0000	233.00
ORKIN	217360111	MONTHLY STANDARD	001-021-5201-0000	80.00
ORKIN	217360243	SEPTEMBER 2021 TREATMENT…	001-011-5201-0000	106.00
BUMPER TO BUMPER OF EL D…	865211	#164 OIL FILTER, AIR FILTER	001-033-5307-0000	9.44
PUBLIC WHOLESALE WATER S…	INV0044098	PUMP WATER TO BALLFIELDS	001-051-5205-0000	50.00

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
WAL-MART STORES INC	INV0044104	9-29-21 MAKENNA YOUNG RE...	001-000-1017-0000	254.42
ACE HARDWARE	K72729	TARP	001-012-5213-0000	27.99
ACE HARDWARE	K72734	STORAGE CONTAINER	001-033-5310-0000	24.99
ACE HARDWARE	K72735	CHAIN SAW REPAIRS	001-042-5307-0000	57.98
O'REILLY AUTOMOTIVE, INC	0255-220210	#8410 WIPER MOTOR, CORE C...	001-033-5307-0000	86.84
LEXISNEXIS RISK DATA MANA...	1108250-20210930	SEPTEMBER 2021 MINIMUM ...	001-021-5201-0000	150.00
SUTHERLAND LUMBER TALLG...	143947	RESTROOM MAINTENANCE	001-033-5306-0000	38.95
ASSURED OCCUPATIONAL SOL...	2021 1041	POST ACCIDENT DRUG & ALO...	001-021-5201-0000	75.00
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22...	001-012-5205-0000	16.68
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22...	001-023-5205-0000	11.93
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22...	001-051-5205-0000	11.93
RYAN SMITH	34	JULY/AUG/SEPT & PHONE STIP...	001-013-5201-0000	2,613.75
MALLORY SAFETY & SUPPLY LLC	5191304	PANEL SET-CARRIER FOR T BA...	001-021-5305-0000	1,237.90
BUMPER TO BUMPER OF EL D...	865258	WIPER BLADE	001-021-5307-0000	10.15
BUMPER TO BUMPER OF EL D...	865264	#8424 OIL FILTER	001-033-5307-0000	2.35
BUMPER TO BUMPER OF EL D...	865265	#314 OIL FILTER	001-021-5306-0000	2.35
BUMPER TO BUMPER OF EL D...	865275	MINIATURE BULB	001-021-5307-0000	3.28
REGISTER OF DEEDS	INV0044024	DEEDS #4927-4932	001-042-5213-0000	126.00
BARNES MONUMENTS	INV0044025	D.O.D. SCROLL	001-042-5308-0000	440.00
BRIAN URTON	INV0044099	SEPTEMBER MILEAGE REIMBU...	001-051-5211-0000	109.20
MAX'S BREATHE EASY GASES &...	R26550	CYLINDERS	001-051-5210-0000	35.00
H. RICHARD KUHNS, M.D. PA	ST2212730001CK	FF PHYSICALS	001-023-5201-0000	1,220.00
ICE-MASTERS, INC	00486140	ICE MACHINE RENTAL AT CEN...	001-051-5210-0000	149.00
ICE-MASTERS, INC	00486142	ICE MACHINE RENTAL AT EAST	001-051-5210-0000	149.00
ICE-MASTERS, INC	00486461	ICE MACHINE RENTAL AT MAC	001-051-5210-0000	163.00
COX COMMUNICATIONS	020513702 OCT 2021	ACT 020513702 SERVICE FROM...	001-021-5205-0000	84.61
COX COMMUNICATIONS	028608401 OCT 2021	ADMIN	001-011-5205-0000	843.88
COX COMMUNICATIONS	028608401 OCT 2021	BUILDING/ZONING	001-012-5205-0000	199.94
COX COMMUNICATIONS	028608401 OCT 2021	ENGINEERING	001-012-5205-0000	249.92
COX COMMUNICATIONS	028608401 OCT 2021	POLICE	001-021-5205-0000	899.73
COX COMMUNICATIONS	028608401 OCT 2021	FIRE 2	001-023-5205-0000	349.89
COX COMMUNICATIONS	028608401 OCT 2021	FIRE	001-023-5205-0000	499.85
COX COMMUNICATIONS	028608401 OCT 2021	FIRE 2 INTERNET/CABLE	001-023-5205-0000	157.81
COX COMMUNICATIONS	028608401 OCT 2021	PARKS	001-033-5205-0000	74.98
COX COMMUNICATIONS	028608401 OCT 2021	ANIMAL SHELTER	001-041-5205-0000	124.96
COX COMMUNICATIONS	028608401 OCT 2021	CEMETERY	001-042-5205-0000	49.98
COX COMMUNICATIONS	028608401 OCT 2021	ACTIVITY CENTER	001-051-5205-0000	149.95
COX COMMUNICATIONS	028608401 OCT 2021	REC	001-051-5205-0000	299.91
COX COMMUNICATIONS	058664201 SEP 2021	ACT 058664201 SERVICE 9/5/2...	001-033-5205-0000	-9.17
COX COMMUNICATIONS	093980801 OCT 2021	ACT 093980801 SERVICE 9/30/...	001-033-5205-0000	47.55
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	001-012-5201-0000	49.39
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	001-021-5201-0000	197.56
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	001-023-5201-0000	139.94
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	001-051-5201-0000	98.78

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
SUTHERLAND LUMBER TALLG...	143743	TRAILER PARTS	001-033-5307-0000	26.27
SUTHERLAND LUMBER TALLG...	143970	SPRAYER	001-042-5310-0000	15.99
SUTHERLAND LUMBER TALLG...	143971	OUTLET COVER	001-051-5310-0000	1.79
BLUESTEM ANIMAL CLINIC	220946	SEPTEMBER 2021 PROFESSIO...	001-041-5201-0000	177.63
WELLS DESIGNS, INC. & F5 IM...	2667	J ANDREWS CLOTHING	001-021-5305-0000	600.74
BRONCO LOCKSMITH	315482	KEYS	001-051-5310-0000	34.50
VERIZON CONNECT FLEET USA ...	346000021176	SEPT 2021 VEHICLE TRACKING ...	001-033-5205-0000	386.74
KANSAS GAS SERVICE	510264198 1615244 36 SEPT ...	ACT 510264198 1615244 36 S...	001-041-5205-0000	95.30
ISERVE	6093	OCTOBER FACILITY SERVICES	001-014-5201-0000	4,267.00
SHERWIN-WILLIAMS CO	96122128240721	PAINT FOR SIDEWALKS	001-033-5308-0000	38.09
ASSESSMENT STRATEGIES, LLC	INV0044108	PERSONNEL TESTING	001-023-5211-0000	430.00
ACE HARDWARE	K72770	BATTERIES	001-023-5310-0000	29.97
ACE HARDWARE	K72775	CABLE TIES	001-033-5310-0000	19.99
ACE HARDWARE	K72784	CABLETIES	001-023-5310-0000	6.99
VERIZON CONNECT NWF, INC.	OSV000002579206	OCT 2021 MONTHLY BUNDLE ...	001-021-5205-0000	24.00
BUTLER COUNTY SHERIFF	SEPTEMBER 2021	INMATE HOUSING BILL SEPT 2...	001-013-5311-0000	3,115.00
KANSAS RECREATION & PARKS...	12533	KRPA MEMBERSHIP RENEWAL	001-051-5211-0000	200.00
P & G PAINTING, INC	0000637	PAINTING PARK SHOP	001-051-5206-0000	400.00
INTRUST BANK, N.A.	00087154161-54705 SEPT 2021	TOWER 1	001-023-7506-0000	9,866.57
INTRUST BANK, N.A.	00087154161-54705 SEPT 2021	TOWER 1	001-023-7516-0000	872.12
SUTHERLAND LUMBER TALLG...	144003	SOCCER BUILDING SUPPLY	001-051-5306-0000	62.29
AMAZON CAPITAL SERVICES	1FDH-PCG6-JGDD	REBUILD KIT FOR TRIMMER	001-033-5307-0000	241.16
AMAZON CAPITAL SERVICES	1T9C-GW9V-K3GV	PRIDE & OWNERSHIP	001-023-5212-0000	59.00
COOPER LAW OFFICES	22	KENNETH WOLF 21-119 SAMA...	001-013-5201-0000	400.00
ACE HARDWARE	272807	SOCKETS	001-051-5302-0000	19.95
XEROX FINANCIAL SERVICES	2847110	LEASE PAYMENT SEPT/OCT	001-051-5210-0000	138.02
ACE HARDWARE	K72803	CLEANING SUPPLY	001-051-5309-0000	54.14
ACE HARDWARE	K72808	SOCKETS	001-051-5302-0000	11.18
EVERGY	1346147609 SEPT 2021	932 N MAIN ST PARK SVC 9/3/...	001-033-5205-0000	412.90
SUTHERLAND LUMBER TALLG...	144020	SOCCER BUILDING SUPPLY	001-051-5306-0000	38.96
SEVEN K COMPANY	181405	A KITTERMAN CITY SHIRTS	001-021-5305-0000	170.44
EVERGY	2616450029 SEPT 2021	924 N MAIN ST SAL SVC 9/2/2...	001-033-5205-0000	62.51
ACE HARDWARE	K72839	SPRAY PAINT	001-051-5310-0000	14.97
SUTHERLAND LUMBER TALLG...	144031	SOCCER BUILDING SUPPLY	001-051-5306-0000	15.07
SUTHERLAND LUMBER TALLG...	144033	MOUNTING DEVICE/WALL PLA...	001-012-5213-0000	4.28
SUTHERLAND LUMBER TALLG...	144041	SHOP SUPPLIES, HOSE	001-042-5310-0000	54.96
WEIS FIREAND SAFETY EQUIP...	185465	TIC BATTERIES	001-023-5307-0000	135.90
BRADY INDUSTRIES OF KANSAS	1865385	BATTERIES	001-051-5310-0000	36.70
AMAZON CAPITAL SERVICES	1RDM-KJ1R-V4WC	STAMP INK REFILL	001-023-5301-0000	83.95
ORKIN	218681882	MONTHLY SERVICE	001-012-5201-0000	79.00
ACE HARDWARE	272861	HEADLAMP	001-012-5213-0000	9.99
WHEAT STATE RENTAL, INC.	I-002346	SELF FEEDING SEWER SNAKE 5...	001-033-5210-0000	39.33
KBI LAB	INV0044107	10-6-2021 ASHLEY GOMEZ RE...	001-000-1017-0000	86.76
ACE HARDWARE	K72853	SPRAYPAINT FOR SOCCER FIEL...	001-051-5310-0000	9.98

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
ACE HARDWARE	K72857	CHAIN SAW CHAIN	001-033-5307-0000	30.99
ACE HARDWARE	K72858	CHAIN SAW CHAIN RETURN	001-033-5307-0000	-30.99
ACE HARDWARE	K72866	HARDWARE / BITS	001-033-5302-0000	10.51
EL DORADO ROTARY CLUB	OCTOBER 6 2021	SECOND QUARTER DUES OCT …	001-021-5211-0000	60.00
SUTHERLAND LUMBER TALLG…	144050	WINDOW SCREENS REPAIR SU…	001-052-5306-0000	41.95
SEVEN K COMPANY	181406	FLAG FOOTBALL / SOCCER ME…	001-051-5330-0000	265.00
T & D TIRE AND AUTO REPAIR	19541	#320 TIRE REPAIR, BALANCE	001-021-5207-0000	12.00
AMAZON CAPITAL SERVICES	1F7M-4WHF-D7V4	CORK BOARDS	001-051-5310-0000	107.98
AMAZON CAPITAL SERVICES	1MX1-LQWW-DH13	REBUILD KIT RETURN	001-033-5307-0000	-93.90
OFFICE PLUS OF KANSAS	4053782-0	EVIDENCE BOXES	001-021-5301-0000	389.90
OFFICE PLUS OF KANSAS	4053784-0	CALCULATOR RIBBON-2022 CA…	001-013-5301-0000	63.96
OFFICE PLUS OF KANSAS	4053784-0	CALCULATOR RIBBON-2022 CA…	001-021-5301-0000	22.17
OFFICE PLUS OF KANSAS	4053788-0	ATTENTION FLAG-COURT	001-013-5301-0000	12.58
HELENA AGRI-ENTERPRISES, L…	64247766	BALLFIELD CHEMICALS	001-051-5304-0000	1,412.50
BUMPER TO BUMPER OF EL D…	865809	#PD POWRE WINDOW SWITCH	001-021-5307-0000	72.18
BARNES MONUMENTS	INV0044100	D.O.D. SCROLL	001-042-5308-0000	285.00
ACE HARDWARE	K72883	GARDEN SPRAYER	001-052-5310-0000	21.48
SUTHERLAND LUMBER TALLG…	144068	TOOLS	001-033-5302-0000	44.86
AMAZON CAPITAL SERVICES	1JFL-PHYR-Y7F3	UNIFORM SUPPLY - TACTICAL …	001-023-5305-0000	99.99
ANDOVER LAWN EQUIPMENT, …	24402	EDGER BLADES, WEED EATER …	001-033-5307-0000	146.60
ANDOVER LAWN EQUIPMENT, …	24402	EDGER BLADES, WEED EATER …	001-033-5310-0000	230.51
ACE HARDWARE	272904	SOCKETS	001-051-5302-0000	16.36
MARTIN PRINGLE ATTORNEYS …	34227	GENERAL PROSECUTION SERV…	001-013-5201-0000	4,160.00
MARTIN PRINGLE ATTORNEYS …	34228	GENERAL CITY ADVISING THR…	001-011-5201-0000	5,300.00
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	216/220 E FIRST AVE	001-011-5205-0000	26.11
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	207 E SECOND AVE	001-012-5205-0000	69.02
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	388 E CENTRAL	001-021-5205-0000	70.77
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	216/220 E FIRST AVE	001-023-5205-0000	22.49
HUBER & ASSOCIATES, INC	CW180094	INTERFACE MAINTENANCE-KL…	001-021-5201-0000	785.00
VERIZON WIRELESS	9890436645	COMMISSION - KENDRA WILK…	001-011-5205-0000	40.01
VERIZON WIRELESS	9890436645	COMMISSION - GREGG LEWIS	001-011-5205-0000	40.01
VERIZON WIRELESS	9890436645	COMMISSION - MATT GUTHRIE	001-011-5205-0000	40.01
VERIZON WIRELESS	9890436645	COMMISSION - BILL YOUNG	001-011-5205-0000	40.01
VERIZON WIRELESS	9890436645	COMMISSION - NICK BADWEY	001-011-5205-0000	40.01
VERIZON WIRELESS	9890436645	BUILDING OFFICIAL	001-012-5205-0000	49.98
VERIZON WIRELESS	9890436645	PD PHONE	001-021-5205-0000	41.76
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	41.76
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	41.76
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	41.76
VERIZON WIRELESS	9890436645	COURT TEXT IN PHONE	001-021-5205-0000	36.05
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	19.74
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	36.96
VERIZON WIRELESS	9890436645	POLICE DEPT	001-021-5205-0000	40.01
VERIZON WIRELESS	9890436645	FIRE JETPACK 1	001-023-5205-0000	40.29

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9890436645	FIRE JETPACK 2	001-023-5205-0000	40.01
VERIZON WIRELESS	9890436645	FIRE CAPTAINS	001-023-5205-0000	36.05
VERIZON WIRELESS	9890436645	FIRE JETPACK 3	001-023-5205-0000	40.01
VERIZON WIRELESS	9890436645	RECREATION CLOCK IN PHONE	001-051-5205-0000	36.05
VERIZON WIRELESS	9890436645	RECREATION CLOCK IN PHONE	001-051-5205-0000	36.05
ENCORE ENERGY SERVICES, IN…	0044457-0	220 E 1ST AVE	001-011-5205-0000	3.33
ENCORE ENERGY SERVICES, IN…	0044457-0	220 E 1ST AVE	001-023-5205-0000	2.87
ENCORE ENERGY SERVICES, IN…	0044457-0	388 E CENTRAL	001-033-5205-0000	4.63
ENCORE ENERGY SERVICES, IN…	0044457-0	222 E LOCUST	001-041-5205-0000	97.16
DON'S HEATING AND AIR INC	10617839	NEW UNIT @ PARK SHOP	001-033-5315-0000	3,048.41
DON'S HEATING AND AIR INC	10617839	NEW UNIT @ PARK SHOP	001-051-5315-0000	3,048.41
SUTHERLAND LUMBER TALLG…	144104	MAC CONCESSION STAND REP…	001-051-5306-0000	24.37
SHERWIN-WILLIAMS CO	18894128241021	PAINT FOR RESTROOM VANDA…	001-033-5306-0000	43.32
4 STATE MAINTENANCE SUPPL…	630092	LINER	001-014-5310-0000	92.42
ACE HARDWARE	K72913	TOILET REPAIRS AT SUMMIT	001-033-5307-0000	20.55
ACE HARDWARE	K72914	HARDWARE	001-033-5310-0000	7.84
ACE HARDWARE	K72917	HARDWARE	001-033-5310-0000	11.48
ACE HARDWARE	K72921	SEALER, MOP, BUCKET	001-012-5213-0000	29.96
FASTENAL COMPANY	KSELD114821	SMALL TOOLS	001-033-5302-0000	125.62
COX COMMUNICATIONS	075905901 OCT 2021	ACT 075905901 SERVICE FROM…	001-052-5205-0000	46.45
ACE HARDWARE	272936	SPRAYPAINT FOR SWING	001-033-5308-0000	34.36
ACE HARDWARE	272946	SPRAY PAINT FOR SWING	001-033-5308-0000	27.36
WELLS DESIGNS, INC. & F5 IM…	INV0044096	ELDO WEEN 2021	001-011-5213-0000	131.00
REGISTER OF DEEDS	INV0044109	DEEDS #4927-4932	001-042-5213-0000	63.00
ACE HARDWARE	K72934	MAC RESTROOM REPAIR	001-051-5308-0000	46.72
ACE HARDWARE	K72941	HARDWARE	001-033-5308-0000	9.40
O'REILLY AUTOMOTIVE, INC	0255-222615	TRAILER REPAIRS	001-033-5307-0000	132.26
O'REILLY AUTOMOTIVE, INC	0255-222634	TAIL LIGHT KIT EXCHANGE	001-033-5307-0000	-9.00
CODY FOSTER MOTORS	6004764	#320 2 WHEEL ALIGNMENT	001-021-5207-0000	89.95
CAMI R BAKER	CBAKER 10-2021	JUDICIAL SERVICES OCTOBER …	001-013-5201-0000	2,250.00
O'REILLY AUTOMOTIVE, INC	0255-222778	FLOOR MAT	001-033-5310-0000	24.99
STUNTCAMS LLC	20211014R	REPLACE LCD SCREEN J STEWA…	001-021-5308-0000	85.00
ACE HARDWARE	272968	CONCESSION STAND REPAIR	001-051-5306-0000	40.38
KANSAS GAS SERVICE	510200453 1568212 64 OCT 2…	ACT 510200453 1568212 64 S…	001-033-5205-0000	85.69
PROFESSIONAL ENGINEERING …	700787	EL DORADO ARMS BASEMENT…	001-011-5201-0000	4,607.50
IMAGEQUEST	IN3032299	ADMIN PRINTER	001-011-5210-0000	102.89
AMERICAN LEGION POST #81	INV0044171	LEASE PAYMENT	001-051-5210-0000	500.00
AMERICAN LEGION POST #81	INV0044172	UTILITIES	001-051-5205-0000	1,000.00
WELLS DESIGNS, INC. & F5 IM…	2710	CLOTHING/HATS FOR MAYOR	001-011-5305-0000	88.00
WELLS DESIGNS, INC. & F5 IM…	2717	VOLLEYBALL, SOCCER, & FL FO…	001-051-5330-0000	1,940.72
COX COMMUNICATIONS	094041101 OCT 2021	ACT 09041101 SERVICE FROM …	001-021-5205-0000	47.55
INDUSTRIAL SALES COMPANY, …	1103103-000	IRRIGATION PARTS FOR LAKE …	001-051-5308-0000	548.79
SUTHERLAND LUMBER TALLG…	144207	BACKSTOP REPAIR / TOOLS	001-051-5302-0000	34.14
SUTHERLAND LUMBER TALLG…	144207	BACKSTOP REPAIR / TOOLS	001-051-5308-0000	110.76

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
ACE HARDWARE	272997	HARDWARE	001-033-5308-0000	1.98
ACE HARDWARE	272998	HARDWARE	001-033-5308-0000	11.88
ACE HARDWARE	K72995	DRILL BIT SET, HARDWARE	001-033-5302-0000	29.99
ACE HARDWARE	K72995	DRILL BIT SET, HARDWARE	001-033-5308-0000	9.90
ACE HARDWARE	K72999	HARDWARE	001-033-5308-0000	5.94
SUTHERLAND LUMBER TALLG...	144223	CENTRAL FIELD AND BIKE PATH...	001-051-5308-0000	136.11
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-012-5210-0000	233.00
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-013-5210-0000	116.50
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-021-5210-0000	116.50
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-023-5210-0000	248.00
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-023-5210-0000	30.00
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	001-042-5210-0000	49.00
ACE HARDWARE	K73019	T3 HARDWARE	001-023-5307-0000	1.20
O'REILLY AUTOMOTIVE, INC	0255-224115	Q1 HATCH SUPPORT	001-023-5307-0000	24.66
SUTHERLAND LUMBER TALLG...	144237	SUMMIT RESTROOM DOORS	001-033-5306-0000	29.98
RAVENSCRAFT IMPLEMENT INC	24900	MOWER PARTS	001-042-5307-0000	93.05
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2...	128 N VINE	001-021-5205-0000	63.45
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2...	2600 W 6TH	001-023-5205-0000	106.98
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2...	430 N MAIN	001-051-5205-0000	59.05
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2...	201 E CENTRAL	001-051-5205-0000	59.96
BUCKEYE CORPORATION	SO-3-18974	FAN BELT	001-033-5307-0000	11.59
EVERGY	0278250507 OCT 2021	2100 E 12TH ST SIREN SVC 9/2...	001-021-5205-0000	24.36
EVERGY	0288795291 OCT 2021	128 N VINE ST SVC 9/21/2021-...	001-021-5205-0000	817.85
EVERGY	0368888448 OCT 2021	2600 W 6TH AVE SVC 9/21/20...	001-023-5205-0000	545.60
EVERGY	0413581923 OCT 2021	1364 GLENVIEW DR BIKE SVC 9...	001-012-5205-0000	78.15
EVERGY	0493646969 OCT 2021	401 WOODLAND AVE B SVC 9/...	001-051-5205-0000	110.87
EVERGY	0760969202 OCT 2021	116 N GORDY ST SVC 9/21/20...	001-012-5205-0000	128.82
EVERGY	0832219628 OCT 2021	690 N MAIN ST SIGNL SVC 9/2...	001-012-5205-0000	52.88
EVERGY	1062395789 OCT 2021	2317 W 6TH AVE SVC 9/21/20...	001-012-5205-0000	49.23
EVERGY	1273649541 OCT 2021	117 E PINE AVE SVC 9/21/2021...	001-012-5205-0000	34.23
EVERGY	1347152944 OCT 2021	105 W 3RD AVE SVC 9/21/202...	001-012-5205-0000	113.79
SUTHERLAND LUMBER TALLG...	144249	FLASHLIHGT RECHARGEABLE ...	001-023-5307-0000	17.99
EVERGY	1466557461 OCT 2021	1384 NE SHADY CREEK RD AC/...	001-051-5205-0000	234.97
EVERGY	1551487883 OCT 2021	106 N BOYER RD SIREN SVC 9/...	001-021-5205-0000	25.75
EVERGY	1613926301 OCT 2021	927 N MAIN ST LITES SVC 9/21...	001-012-5205-0000	53.13
EVERGY	1949269846 OCT 2021	296 N GRIFFITH ST B SVC 9/21...	001-051-5205-0000	114.01
ORKIN	218682046	OCTOBER 2021 TREATMENT CI...	001-011-5201-0000	106.00
EVERGY	2535264729 OCT 2021	109 E CENTRAL AVE SVC 9/21/...	001-012-5205-0000	80.22
EVERGY	2612380884 OCT 2021	1240 N MAIN ST SIGNL SVC 9/...	001-012-5205-0000	52.26
EVERGY	2885486888 OCT 2021	600 W CENTRAL AVE SIGNL SV...	001-012-5205-0000	39.97
EVERGY	3025570104 OCT 2021	725 BOYER RD SHED SVC 9/21...	001-042-5205-0000	24.09
EVERGY	3063292681 OCT 2021	430 N MAIN ST SVC 9/21/2021...	001-051-5205-0000	272.00
EVERGY	3066495175 OCT 2021	360 N GRIFFITH ST SVC 9/21/2...	001-051-5205-0000	60.38
EVERGY	3144717852 OCT 2021	SIGNAL LIGHTS SVC 9/20/2021...	001-012-5205-0000	731.90

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
EVERGY	3150623772 OCT 2021	STORM SIRENS SVC 9/20/2021…	001-021-5205-0000	145.16
EVERGY	3157852379 OCT 2021	940 N TAYLOR ST SHELL SVC 9…	001-033-5205-0000	24.09
EVERGY	3172801734 OCT 2021	920 N WASHINGTON ST POOL …	001-052-5205-0000	53.37
EVERGY	3172832499 OCT 2021	950 N WASHINGTON ST SVC 9…	001-033-5205-0000	24.09
EVERGY	3174493534 OCT 2021	201 WOODLAND AVE E PIC SVC…	001-033-5205-0000	35.82
EVERGY	3174524294 OCT 2021	201 WOODLAND AVE E CON S…	001-051-5205-0000	13.39
EVERGY	3174924178 OCT 2021	220 E 1ST AVE SVC 9/21/2021-…	001-011-5205-0000	579.10
EVERGY	3174924178 OCT 2021	220 E 1ST AVE SVC 9/21/2021-…	001-023-5205-0000	498.67
EVERGY	3318264464 OCT 2021	2299 W CENTRAL AVE SIGNL S…	001-012-5205-0000	74.80
EVERGY	3695148552 OCT 2021	1110 E CENTRAL AVE SIREN SV…	001-021-5205-0000	32.73
EVERGY	3752996850 OCT 2021	CENTRAL AVE PARK SVC 9/21/…	001-051-5205-0000	361.08
EVERGY	4203468440 OCT 2021	109 N MAIN ST LIGHT SVC 9/2…	001-012-5205-0000	68.83
EVERGY	4234718804 OCT 2021	535 E 12TH AVE TUNEL SVC 9/…	001-033-5205-0000	24.34
EVERGY	4459162562 OCT 2021	1302 S HAVERHILL SVC 9/21/2…	001-042-5205-0000	173.15
EVERGY	4545481645 OCT 2021	422 E LOCUST AVE SAL SVC 9/…	001-051-5205-0000	257.69
EVERGY	4705944907 OCT 2021	108 N MAIN ST SVC 9/21/2021…	001-012-5205-0000	72.68
EVERGY	4851077788 OCT 2021	401 WOODLAND AVE A SVC 9/…	001-051-5205-0000	88.31
EVERGY	5245173509 OCT 2021	401 W 9TH AVE SVC 9/21/202…	001-033-5205-0000	24.32
EVERGY	5262937409 OCT 2021	2706 W CENTRAL AVE SIGNL S…	001-012-5205-0000	56.06
EVERGY	5996285623 OCT 2021	226 N VINE ST SVC 9/21/2021-…	001-012-5205-0000	194.29
EVERGY	6292420383 OCT 2021	313 S GORDY ST SVC 9/21/202…	001-033-5205-0000	31.27
EVERGY	6324615363 OCT 2021	201 E CENTRAL AVE 1 SVC 9/2…	001-051-5205-0000	571.20
EVERGY	6440827329 OCT 2021	116 S GORDY ST SVC 9/21/202…	001-012-5205-0000	47.37
EVERGY	6462471983 OCT 2021	400 W 8TH AVE POOL SVC 9/2…	001-052-5205-0000	25.12
EVERGY	6804973444 OCT 2021	3320 EL DORADO AVE SIGN SV…	001-011-5205-0000	27.92
EVERGY	6837928708 OCT 2021	1152 E 12TH AVE BIKE SVC 9/2…	001-012-5205-0000	58.94
EVERGY	6961431823 OCT 2021	847 S HAVERHILL RD TRAFF SV…	001-012-5205-0000	44.15
EVERGY	7451875181 OCT 2021	225 N HIGH ST SVC 9/21/2021…	001-033-5205-0000	60.28
EVERGY	7794850246 OCT 2021	3201 W CENTRAL AVE SVC 9/2…	001-011-5205-0000	24.48
EVERGY	7940083882 OCT 2021	105 W 9TH AVE SVC 9/21/202…	001-012-5205-0000	29.75
EVERGY	7949843848 OCT 2021	222 E LOCUST AVE SVC 9/21/2…	001-041-5205-0000	201.07
EVERGY	7977150527 OCT 2021	388 E CENTRAL AVE SVC 9/21/…	001-033-5205-0000	43.78
EVERGY	8175514546 OCT 2021	501 BOULDER BLUFF RD SVC 9…	001-051-5205-0000	205.99
EVERGY	8370680576 OCT 2021	600 W 6TH AVE XWALK SVC 9/…	001-012-5205-0000	42.48
EVERGY	8387252484 OCT 2021	1540 S HIGH ST DSL SVC 9/21/…	001-021-5205-0000	35.30
EVERGY	8406189364 OCT 2021	106 W ASH AVE SVC 9/21/202…	001-012-5205-0000	83.68
EVERGY	8813790400 OCT 2021	107 1/2 N MAIN ST SVC 9/21/…	001-012-5205-0000	33.62
EVERGY	9801327247 OCT 2021	2100 SW TRAFFIC WAY SVC 9/…	001-042-5205-0000	22.73
BUCKEYE CORPORATION	CM-3-223	FAN BELT RETURN	001-033-5307-0000	-11.59
RAVENSCRAFT IMPLEMENT INC	R24912	PARTS FOR LAND PRIDE MOW…	001-033-5307-0000	644.22
FAVRE LAW LLC	02765	WILLIAM FAILES 20-00333, 20-…	001-013-5201-0000	200.00
FAVRE LAW LLC	02766	WILLIAM FAILES 20-00303,20-…	001-013-5201-0000	200.00
EVERGY	0730734522 OCT 2021	2502 COUNTRY CLUB RD SIREN…	001-021-5205-0000	30.99
EVERGY	1316809669 OCT 2021	296 N GRIFFITH ST A SVC 9/21…	001-051-5205-0000	75.99

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
EVERGY	3072124258 OCT 2021	1550 S HIGH ST SVC 9/21/2021…	001-033-5205-0000		115.09
EVERGY	3087842610 OCT 2021	930 N MAIN ST PARK SVC 9/21…	001-033-5205-0000		38.66
U.S. BANK EQUIPMENT FINAN…	456232255	ADMIN PRINTER 10/16/2021-…	001-011-5210-0000		82.50
EVERGY	8808488206 OCT 2021	1611 WEBB AVE AVE GRAHM …	001-033-5205-0000		27.16
ACE HARDWARE	K73068	CHAIN SAW CHAINS	001-042-5307-0000		145.95
ACE HARDWARE	K73069	GLOVES	001-033-5305-0000		42.96
AMAZON CAPITAL SERVICES	1F71-19T7-Y3DR	THARP 20YR ANNIV GIFT	001-012-5213-0000		20.92
SUTHERLAND LUMBER TALLG…	144304	WEED EATER STRING	001-042-5310-0000		74.99
BUTLER COMMUNITY COLLEGE	2021-06	FIRE SCIENCE BURN CONTAIN…	001-011-5213-0000		7,500.00
ACE HARDWARE	273088	STENCILS	001-033-5310-0000		13.58
MALLORY SAFETY & SUPPLY LLC	5206973	HOLTON/ D JONES SUMMIT V…	001-021-5305-0000		2,508.79
RECREATION REFUND ACCT	91409	91409 KAROL MCLAREN - PARK…	001-000-4620-0000		25.00
ACE HARDWARE	K73090	KEYS	001-033-5310-0000		5.96
SUTHERLAND LUMBER TALLG…	144316	N FIELD AT EAST SUMP PUMP	001-051-5308-0000		160.48
AMAZON CAPITAL SERVICES	1WLN-WGVH-RJMW	RICKARD 20YR ANNIV GIFT	001-012-5213-0000		322.99
SUTHERLAND LUMBER TALLG…	144338	SUMMIT PARK SHELTER REPAIR	001-033-5306-0000		20.67
AMAZON CAPITAL SERVICES	1T13-CCR7-WKVQ	STENCILS	001-033-5310-0000		9.99
ACE HARDWARE	273127	GATE REPAIR AT TENNIS COUR…	001-051-5308-0000		5.08
PROFESSIONAL ENGINEERING …	525212	BUSINESS PARK REPLAT	001-011-5201-0000		2,180.00
PROFESSIONAL ENGINEERING …	525213	GIS WORKFLOWS THRU 9/25/…	001-012-5201-0000		3,580.00
EVERGY	9882584222 OCT 2021	STREET LIGHTS SVC 9/28/2021…	001-012-5205-0000		14,410.63
REGISTER OF DEEDS	INV0044182	DEEDS #4936-4937	001-042-5213-0000		42.00
COX COMMUNICATIONS	093980801 NOV 2021	ACT 093980801 SERVICE FROM…	001-033-5205-0000		54.98
TARGETSOLUTIONS LEARNING,…	INV35489	RENEWAL 11/1/2021-10/31/2…	001-023-5211-0000		1,019.15
				Fund 001 - GENERAL FUND Total:	**168,384.46**
Fund: 002 - EQUIPMENT RESERVE FUND					
FLINTHILLS FIRE & RESCUE AP…	192060	21-DURANGO CONSOLE/MAG…	002-001-7401-0000		7,169.89
FLINTHILLS FIRE & RESCUE AP…	192061	4- NEW VEHICLES OUTFITTED	002-001-7401-0000		15,614.00
DAVIS-MOORE AUTOMOTIVE, …	1128509	2021 DODGE DURANGO VIN 1…	002-001-7401-0000		31,218.32
DAVIS-MOORE AUTOMOTIVE, …	1128558	2021 DODGE DURANGO VIN 1…	002-001-7401-0000		31,218.32
PURPLE WAVE INC	211012A-55837	#PARKS 2013 FORD F250 2138,…	002-001-7401-0000		48,950.00
DAVIS-MOORE AUTOMOTIVE, …	1128617	2021 DODGE DURANGO VIN 1…	002-001-7401-0000		31,218.32
				Fund 002 - EQUIPMENT RESERVE FUND Total:	**165,388.85**
Fund: 003 - AIRPORT FUND					
ACE HARDWARE	K72721	MULTI MIX CONTAINER, SWIT…	003-011-5306-0000		26.38
SUTHERLAND LUMBER TALLG…	143934	ELECTRICAL SPACER	003-011-5306-0000		4.99
ACE HARDWARE	K72733	WALLPLATE SCREWS	003-011-5310-0000		1.59
ACE HARDWARE	K72737	TRIM LINE	003-011-5306-0000		15.99
BUTLER COUNTY RWD #6	0516 SEPT 2021	WATER USAGE SEPTEMBER 20…	003-011-5205-0000		29.21
COX COMMUNICATIONS	028608401 OCT 2021	AIRPORT	003-011-5205-0000		49.98
VERIZON WIRELESS	9890424049	ACT	003-011-5205-0000		32.63
EVERGY	2053112166 OCT 2021	1485 SE 30TH ST SAL SVC 9/12…	003-011-5205-0000		41.61
EVERGY	1540689040 OCT 2021	1485 SE 30TH ST E SVC 9/21/2…	003-011-5205-0000		168.28

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
EVERGY	3110697298 OCT 2021	1485 SE 30TH ST K SVC 9/21/2…	003-011-5205-0000		30.96
EVERGY	3110728056 OCT 2021	1485 SE 30TH ST D SVC 9/21/2…	003-011-5205-0000		33.51
EVERGY	3110758812 OCT 2021	1485 SE 30TH ST G SVC 9/21/2…	003-011-5205-0000		41.61
EVERGY	3110789577 OCT 2021	1485 SE 30TH ST F SVC 9/21/2…	003-011-5205-0000		207.06
EVERGY	3203163127 OCT 2021	1435 SE 30TH ST SVC 9/21/20…	003-011-5205-0000		60.48
EVERGY	4075179327 OCT 2021	1485 SE 30TH ST I SVC 9/21/2…	003-011-5205-0000		28.81
EVERGY	8655451646 OCT 2021	1485 SE 30TH ST J SVC 9/21/2…	003-011-5205-0000		39.25
				Fund 003 - AIRPORT FUND Total:	**812.34**
Fund: 004 - FAMILY LIFE CENTER GRANT FUND					
FAMILY LIFE CENTER	202108 ESG 20	AUGUST 2021 ESG-FFY2020 G…	004-028-5213-0000		4,115.77
BUTLER HOMELESS INITIATIVE…	202109 ESG CARES 20	AUGUST 2021 ESG CARES-FFY…	004-028-5213-0000		14,584.59
				Fund 004 - FAMILY LIFE CENTER GRANT FUND Total:	**18,700.36**
Fund: 005 - EL DORADO SENIOR CENTER FUND					
BRADY INDUSTRIES OF KANSAS	1858806	TRAYS, DETERGENT	005-011-5309-0000		19.76
BRADY INDUSTRIES OF KANSAS	1858806	TRAYS, DETERGENT	005-011-5310-0000		118.95
BRADY INDUSTRIES OF KANSAS	1863367	TRAYS, LINERS, GLOVES, MASKS	005-011-5309-0000		421.19
BRADY INDUSTRIES OF KANSAS	1863367	TRAYS, LINERS, GLOVES, MASKS	005-011-5310-0000		88.96
BRADY INDUSTRIES OF KANSAS	1864619	PAPER TOWELS, SCREENS, CU…	005-011-5309-0000		55.60
BRADY INDUSTRIES OF KANSAS	1864619	PAPER TOWELS, SCREENS, CU…	005-011-5310-0000		48.50
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22…	005-011-5205-0000		12.42
COX COMMUNICATIONS	028608401 OCT 2021	SR CENTER CABLE	005-011-5205-0000		10.90
COX COMMUNICATIONS	028608401 OCT 2021	SR CENTER	005-011-5205-0000		99.97
SUNFLOWER PLUMBING	14851713	NEW WATER HEATER	005-011-5315-0000		1,493.90
BRADY INDUSTRIES OF KANSAS	1865396	TRAYS	005-011-5310-0000		44.48
BRADY INDUSTRIES OF KANSAS	1865397	CUPS	005-011-5310-0000		52.85
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	210 E SECOND AVE	005-011-5205-0000		70.77
ENCORE ENERGY SERVICES, IN…	0044457-0	210 E 2ND AVE	005-011-5205-0000		4.63
LA FORGE'S BUSINESS MACHI…	38284	COPIER RENT	005-011-5210-0000		110.00
EVERGY	8259416029 OCT 2021	210 E 2ND AVE SR CZ SVC 9/21…	005-011-5205-0000		758.35
				Fund 005 - EL DORADO SENIOR CENTER FUND Total:	**3,411.23**
Fund: 007 - MAJOR STREET FUND					
FASTENAL COMPANY	KSELD110308	SAFETY GLASSES	007-034-5312-0000		8.81
INTERSTATE BATTERIES OF CE…	45044064	BATTERIES	007-034-5307-0000		235.90
DOONAN TRUCK & EQUIPMEN…	WC88287	#149 OUTLET 02 SENSOR	007-034-5207-0000		879.54
DOONAN TRUCK & EQUIPMEN…	WC88430	#149 FIXED STEER ANGLE SEN…	007-034-5207-0000		340.74
FASTENAL COMPANY	KSELD113442	BUSH TOOL	007-034-5302-0000		77.07
DOONAN TRUCK & EQUIPMEN…	WC88543	#149 NO LIGHTS ON DASH	007-034-5207-0000		172.37
T & D TIRE AND AUTO REPAIR	19329	1 DISMOUNT AND 2 MOUNT, 2…	007-034-5207-0000		50.00
M6 CONCRETE ACCESSORIES	0903782-IN	ARTHUR AND 3RD VALLEY GU…	007-034-5308-0000		260.25
KILLOUGH CONSTRUCTION INC	0000221353	COLD MIX 25.22 TON	007-034-5308-0000		3,102.06
CONCRETE MATERIALS CO.	533844	3RD AND JONES STREET REPAIR	007-034-5308-0000		258.75
LKQ MID-AMERICA AUTO PAR…	129641353	FRONT SEAT	007-034-5307-0000		100.00
MCCONNEL & ASSOCIATES	2109-047544	PUMP KIT FOR LINELAZER	007-034-5307-0000		210.72

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
KEY EQUIPMENT & SUPPLY CO	264910	#1533 SB SAVER, PRESSURE S...	007-034-5307-0000	407.47
INTRUST CARD CENTER	INV0044001	UPS: SHIPPING TO KEY EQUIP...	007-034-5213-0000	11.55
INTRUST CARD CENTER	INV0044001	REFLECTIVE APPAREL: 7X SHIR...	007-034-5305-0000	50.82
INTRUST CARD CENTER	INV0044001	GRIMCO: HP PRINTER HEADS	007-034-5310-0000	250.00
INTRUST CARD CENTER	INV0044002	AMAZON: SPARK PLUG, A TE...	007-034-5307-0000	90.63
INTRUST CARD CENTER	INV0044003	ROCKAUTO: WHEEL AND BRA...	007-034-5307-0000	158.78
INTRUST CARD CENTER	INV0044003	ROCKAUTO: WHEEL AND BRA...	007-034-5307-0000	157.78
INTRUST CARD CENTER	INV0044003	AMAZON: HARNESS WITH ME...	007-034-5307-0000	579.99
INTRUST CARD CENTER	INV0044003	AMAZON: SAFETY VIDEO	007-034-5312-0000	13.99
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	007-034-5301-0000	28.65
ACE HARDWARE	K72605	SECURITY BIT SET	007-034-5302-0000	14.99
SUTHERLAND LUMBER TALLG...	143824	CEDAR WOOD	007-034-5308-0000	124.95
CONCRETE MATERIALS CO.	535533	CURB ARTHUR AND PARK 3CY	007-034-5308-0000	362.50
BUMPER TO BUMPER OF EL D...	864681	#1536 COOLANT TEMPERATU...	007-034-5307-0000	15.92
PETTY CASH	INV0044019	#10515 AP-CDL JACOB BLEVINS	007-034-5213-0000	13.75
PETTY CASH	INV0044019	#10525 BM-JACOB BLEVINS C...	007-034-5213-0000	50.00
MCCONNEL & ASSOCIATES	2109-048045	REBUILT BECKETT BURNER	007-034-5207-0000	1,223.96
B & B HYDRAULICS	3082465	CYLINDER CONST	007-034-5307-0000	443.48
FLINTHILLS ENVIRONMENTAL, ...	4137	30 GAL PARTS WASHER	007-034-5304-0000	139.00
CONCRETE MATERIALS CO.	536236	VALLEY GUTTER ARTHUR AND ...	007-034-5308-0000	982.00
CONCRETE MATERIALS CO.	536237	700BLK N GORDY DILLONS PHI...	007-034-5308-0000	327.50
M6 CONCRETE ACCESSORIES	0905097-IN	ARTHUR AND PARK	007-034-5308-0000	617.50
SUTHERLAND LUMBER TALLG...	143910	STAKE WOOD	007-034-5310-0000	19.99
AMAZON CAPITAL SERVICES	1CJM-G9HW-HMK6	PW- REPLACEMENT FAN FOR J...	007-034-5307-0000	11.98
O'REILLY AUTOMOTIVE, INC	2055-219575	14OZ BRAKE CLEAN	007-034-5310-0000	47.76
ACE HARDWARE	272702	NUTS/BOLTS/NAILS/SCRES BA...	007-034-5310-0000	80.96
J&A TRAFFIC PRODUCTS	33161	30X30 ALUM BLANK, 18X24 A...	007-034-5325-0000	1,041.00
INTERSTATE BATTERIES OF CE...	45045126	MTP-94R/H7	007-034-5307-0000	133.95
BUMPER TO BUMPER OF EL D...	865023	#1536 OIL AND AIR FILTER	007-034-5307-0000	10.47
WHEAT STATE RENTAL, INC.	I-002322	ASPHALT ROLLER	007-034-5210-0000	660.00
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	007-034-5213-0000	42.30
CONCRETE MATERIALS CO.	537353	PARK AND ARTHUR CURB 2.75...	007-034-5308-0000	336.75
CONCRETE MATERIALS CO.	537354	MCCULLUM AND COUNTRY C...	007-034-5308-0000	498.75
CONCRETE MATERIALS CO.	537415	PARK AND ARTHUR VALLEY G...	007-034-5308-0000	982.00
KANSAS ONE-CALL SYSTEM, INC	1090220	2021 SEPT LOCATES 225 @ $1....	007-034-5201-0000	90.00
SUTHERLAND LUMBER TALLG...	143952	RED CHALK, KNEEPAD	007-034-5310-0000	37.48
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22...	007-034-5205-0000	13.60
MORROW EXTERIORS & GLASS	47965	LEXAN 9X7X1/4	007-034-5307-0000	10.39
ACE HARDWARE	K72755	NUTS/BOLTS/NAILS/SCREWS	007-034-5310-0000	1.38
ACE HARDWARE	K72756	CLEAR CAULK	007-034-5310-0000	21.98
FOLEY INDUSTRIES	PS000244391	FLASHER - ELEK	007-034-5307-0000	69.82
MAX'S BREATHE EASY GASES &...	R26551	CYLINDER RENTAL	007-034-5210-0000	5.00
COX COMMUNICATIONS	028608401 OCT 2021	PUBLIC WORKS	007-034-5205-0000	549.83
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	007-034-5201-0000	255.18

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
AMAZON CAPITAL SERVICES	1PWV-3QPL-MGFR	DRUM PUMP	007-034-5307-0000		79.18
SUTHERLAND LUMBER TALLG...	143997	TEST GALV PLUG	007-034-5308-0000		4.79
AMAZON CAPITAL SERVICES	1T9C-GW9V-G7T6	REMANUFACTURED STARTER	007-034-5307-0000		77.12
ACE HARDWARE	272817	BATTERIES C & D, KEY TAGS, T...	007-034-5310-0000		59.11
MCCONNEL & ASSOCIATES	2110-049313	GRACO MAGNET RING, HARD ...	007-034-5312-0000		104.98
CONCRETE MATERIALS CO.	538432	ARTHUR AND PARK SIDEWALK...	007-034-5308-0000		336.50
ACE HARDWARE	272860	NTS/BOLTS/NAILS/SCREWS	007-034-5310-0000		22.99
ACE HARDWARE	K72877	TOTE, FREEZER BAGS	007-034-5310-0000		27.58
KANSAS GAS SERVICE	510469962 1492273 82 SEPT ...	330 N GRIFFITH	007-034-5205-0000		69.02
KANSAS GAS SERVICE	510469962 1492273 82 SEPT ...	222 E 2ND AVE	007-034-5205-0000		35.38
VERIZON WIRELESS	9890436645	LEINART	007-034-5205-0000		49.98
VERIZON WIRELESS	9890436645	HOWARD GOLDSMITH	007-034-5205-0000		44.26
VERIZON WIRELESS	9890436645	ANIMAL CONTROL HOTSPOT	007-034-5205-0000		40.01
VERIZON WIRELESS	9890436645	BUILDING MAINTENANCE	007-034-5205-0000		31.76
VERIZON WIRELESS	9890436645	BRAD SURFACE	007-034-5205-0000		40.01
ENCORE ENERGY SERVICES, IN...	0044457-0	222 E 2ND AVE PUBLIC WORKS...	007-034-5205-0000		2.32
TOWANDA BATTERY COMPANY	1101	31P-MHD	007-034-5307-0000		131.95
INTERSTATE BATTERIES OF CE...	45045257	MT-78 BATTERIES	007-034-5307-0000		70.10
KANSAS BG, LLC	PI0032621	MOA, COOLANT, SUPER COOL,...	007-034-5303-0000		1,037.52
FLEETPRIDE	83878083	#159 CABLE 2X	007-034-5307-0000		129.12
BUMPER TO BUMPER OF EL D...	866172	#157 CLUTCH RETN SPR PEDAL	007-034-5307-0000		3.80
TRUCK CENTER COMPANIES	RA103002097-01	#155 BRAK CLEAN, HORN HONK	007-034-5207-0000		3.36
WELLS DESIGNS, INC. & F5 IM...	2687	WORK SHIRTS AND HOODIES	007-034-5305-0000		2,806.75
LA FORGE'S BUSINESS MACHI...	38284	COPIER RENT	007-034-5210-0000		189.00
EVERGY	4155258089 OCT 2021	330 N GRIFFITH ST SVC 9/21/2...	007-034-5205-0000		96.34
EVERGY	6598910015 OCT 2021	222 E 2ND AVE SVC 9/21/2021...	007-034-5205-0000		467.11
EVERGY	7060231402 OCT 2021	2509 PIONEER DR SIGN SVC 9/...	007-034-5205-0000		35.45
EVERGY	9121837204 OCT 2021	320 N GRIFFITH ST TKBRN SVC...	007-034-5205-0000		72.33
				Fund 007 - MAJOR STREET FUND Total:	**22,749.81**
Fund: 009 - STORMWATER FUND					
FUD MUD	4132	PARK AND ARTHUR BENTONIT...	009-011-5310-0000		66.60
USIC LOCATING SERVICES, LLC	466794	2021 SEPT USIC LOCATES	009-011-5201-0000		656.74
SUTHERLAND LUMBER TALLG...	144006	ADAPTER, PIPE JOINT	009-011-5308-0000		15.28
BUCKEYE CORPORATION	SO-3-18312	ARTHUR AND PARK GATE VAL...	009-011-5308-0000		181.85
				Fund 009 - STORMWATER FUND Total:	**920.47**
Fund: 011 - BRADFORD MEMORIAL LIBRARY					
SCHENDEL PEST SERVICES	60452244	ROUTINE CANINE PEST DETECT..	011-011-5201-0000		800.00
WAL MART CAPITAL ONE	846372	MICROBAN SPRAY, CLOROX W...	011-011-5310-0000		28.20
WAL MART CAPITAL ONE	846372	BAGS FOR ADULT/YOUNG AD...	011-011-5323-0000		0.97
WAL MART CAPITAL ONE	846372	APPLES FOR JUVENILE DEPAR...	011-011-5324-0000		3.30
WAL MART CAPITAL ONE	332621	EXTRA KEY SETS	011-011-5310-0000		12.00
WAL MART CAPITAL ONE	762892	REFRESHMENTS FOR ADULT P...	011-011-5323-0000		14.94
MIDWEST TAPE	500999749	1 DVD - ADULT DEPARTMENT	011-011-5318-0000		26.24

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
MIDWEST TAPE	500999990	2 MEMORIAL AUDIOBOOKS - …	011-011-5321-0000	84.98
MIDWEST TAPE	500999992	1 AUDIOBOOK - ADULT DEPAR…	011-011-5318-0000	29.99
MIDWEST TAPE	500999993	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	18.74
MIDWEST TAPE	500999994	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	9.74
MIDWEST TAPE	500999995	1 DVD - JUVENILE DEPARTME…	011-011-5318-0000	22.49
QUILL CORPORATION	19597225	BROCHURE PAPER, CHISEL TIP…	011-011-5301-0000	35.98
WAL MART CAPITAL ONE	487989	NITRILE GLOVES AND FABRIC …	011-011-5310-0000	21.35
WAL MART CAPITAL ONE	487989	2 DVDs - ADULT DEPARTMENT	011-011-5318-0000	29.92
DIGITAL OFFICE SYSTEMS	IN649459	SERVICE CONTRACT FOR JUVE…	011-011-5212-0000	37.16
INTRUST CARD CENTER	INV0043996	FACEBOOK - ADD/PROMO FOR…	011-011-5212-0000	50.00
INTRUST CARD CENTER	INV0043996	FACEBOOK - ADD/PROMO FOR…	011-011-5212-0000	46.08
INTRUST CARD CENTER	INV0043996	AMAZON - PROMOTION ITEMS…	011-011-5212-0000	43.74
INTRUST CARD CENTER	INV0043996	MAILCHIMP - ESSENTIALS PLA…	011-011-5213-0000	47.69
INTRUST CARD CENTER	INV0043996	AMAZON - LEFT-HANDED SCIS…	011-011-5301-0000	8.78
INTRUST CARD CENTER	INV0043996	AMAZON - DISINFECTANT SPR…	011-011-5310-0000	25.93
INTRUST CARD CENTER	INV0043996	AMAZON - 2 BOOKS - JUVENILE…	011-011-5313-0000	18.38
INTRUST CARD CENTER	INV0043996	AMAZON - 1 BOOK - JUVENILE…	011-011-5313-0000	17.99
INTRUST CARD CENTER	INV0043996	AMAZON - 1 BOOK - ADULT D…	011-011-5313-0000	18.57
INTRUST CARD CENTER	INV0043996	AMAZON - 1 BOOK - YOUNG A…	011-011-5313-0000	12.99
INTRUST CARD CENTER	INV0043996	AMAZON - 7 BOOKS - ADULT D…	011-011-5313-0000	64.43
INTRUST CARD CENTER	INV0043996	AMAZON - 6 BOOKS - ADULT D…	011-011-5313-0000	105.75
INTRUST CARD CENTER	INV0043996	AMAZON - 1 BOOK - JUVENILE…	011-011-5313-0000	6.55
INTRUST CARD CENTER	INV0043996	AMAZON - 1 DVD - JUVENILE …	011-011-5318-0000	9.95
INTRUST CARD CENTER	INV0043996	AMAZON - 5 MEMORIAL AUDI…	011-011-5321-0000	258.92
INTRUST CARD CENTER	INV0043996	WAL-MART - SUPPLIES FOR JU…	011-011-5324-0000	13.50
INTRUST CARD CENTER	INV0043996	ORIENTAL TRADING - CRAFT IT…	011-011-5324-0000	131.55
INTRUST CARD CENTER	INV0043996	WAL-MART - SUPPLIES FOR JU…	011-011-5324-0000	18.31
INTRUST CARD CENTER	INV0043996	LAKESHORE - TAX ON ORDER - …	011-011-5324-0000	3.52
INTRUST CARD CENTER	INV0043996	LAKESHORE - ZOOB BLDG SET …	011-011-5324-0000	46.98
INTRUST CARD CENTER	INV0043996	AMAZON - SCOTCH BOOK TAP…	011-011-5326-0000	10.99
LEASE FINANCE PARTNERS	LFP09/2021	MONTHLY LEASE FOR PATRON…	011-011-5210-0000	146.77
CENGAGE LEARNING/GALE	75827373	10 BOOKS - OUTREACH DEPT. -…	011-011-5313-0000	279.48
CENGAGE LEARNING/GALE	75828357	1 BOOK - OUTREACH DEPART…	011-011-5313-0000	22.50
PENWORTHY COMPANY	0575330-IN	19 BOOKS - JUVENILE DEPAR…	011-011-5313-0000	298.18
BAKER & TAYLOR CO.	2036217144	6 BOOKS - ADULT DEPARTME…	011-011-5313-0000	93.08
BAKER & TAYLOR CO.	2036217145	4 BOOKS - ADULT DEPARTME…	011-011-5313-0000	46.05
BAKER & TAYLOR CO.	2036217146	10 BOOKS - ADULT DEPARTM…	011-011-5313-0000	136.81
BAKER & TAYLOR CO.	2036217147	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000	10.29
CARY BRUCE	CBRUCE09/2021	PATRON LOST DVD, PD, THEN …	011-011-5213-0000	25.00
DIGITAL OFFICE SYSTEMS	IN649779	SERVICE CONTRACT FOR STAFF…	011-011-5212-0000	71.18
MIDWEST TAPE	501030900	2 DVDs - ADULT DEPARTMENT	011-011-5318-0000	35.23
MIDWEST TAPE	501030901	2 AUDIOBOOKS - ADULT DEPA…	011-011-5318-0000	69.98
MIDWEST TAPE	501030902	1 AUDIOBOOK - ADULT DEPAR…	011-011-5318-0000	29.99
MIDWEST TAPE	501030903	2 MEMORIAL AUDIOBOOKS - …	011-011-5321-0000	79.98

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
MIDWEST TAPE	501030905	1 DVD - JUVENILE DEPARTME…	011-011-5318-0000	11.24
CENGAGE LEARNING/GALE	75855603	3 BOOKS - OUTREACH DEPAR…	011-011-5313-0000	68.97
CCI SOLUTIONS	30453534	AUDIOBOOK DISC SLEEVES, A…	011-011-5326-0000	163.19
SHRED-IT USA	8000058081	SHREDDING SERVICES -- OFF-S…	011-011-5201-0000	87.52
BAKER & TAYLOR CO.	2036228182	4 BOOKS - ADULT DEPARTME…	011-011-5313-0000	65.59
BAKER & TAYLOR CO.	2036228183	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	18.75
BAKER & TAYLOR CO.	2036228184	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	16.11
BAKER & TAYLOR CO.	2036228185	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	44.27
BAKER & TAYLOR CO.	2036228186	7 MEMORIAL BOOKS - ADULT …	011-011-5321-0000	130.36
CENGAGE LEARNING/GALE	75888164	1 BOOK - OUTREACH DEPART…	011-011-5313-0000	22.50
DERBY PUBLIC LIBRARY	MAIN92321	COST OF MAINTENANCE FOR 2…	011-011-5201-0000	3,875.00
MIDWEST TAPE	501047562	1 DVD - JUVENILE DEPARTME…	011-011-5318-0000	26.24
AMANDA ASH	AASH09/2021	MILEAGE FOR LIBRARY ERRAN…	011-011-5211-0000	47.60
LOOKOUT BOOKS	ARU0322838	8 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000	145.60
BAKER & TAYLOR CO.	2036236090	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	50.36
BAKER & TAYLOR CO.	2036236091	5 BOOKS - ADULT DEPARTME…	011-011-5313-0000	79.29
BAKER & TAYLOR CO.	2036236092	9 BOOKS - ADULT DEPARTME…	011-011-5313-0000	117.62
BAKER & TAYLOR CO.	2036236093	1 BOOK - JUVENILE DEPARTM…	011-011-5313-0000	10.53
BAKER & TAYLOR CO.	2036236094	13 BOOKS - JUVENILE DEPAR…	011-011-5313-0000	158.39
BAKER & TAYLOR CO.	2036236095	6 BOOKS - YOUNG ADULT DEP…	011-011-5313-0000	56.56
CENGAGE LEARNING/GALE	75901198	1 BK - OUTREACH DEPT - REIS…	011-011-5313-0000	21.74
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22…	011-011-5205-0000	39.08
MIDWEST TAPE	501065280	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	8.99
MIDWEST TAPE	501065281	3 DVDs - ADULT DEPARTMENT	011-011-5318-0000	58.47
MIDWEST TAPE	501065282	1 MEMORIAL AUDIOBOOK - A…	011-011-5321-0000	34.99
MIDWEST TAPE	501065284	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	22.49
COX COMMUNICATIONS	028608401 OCT 2021	LIBRARY	011-011-5205-0000	404.76
CENTER POINT, INC	1880649	16 BOOKS - OUTREACH DEPAR…	011-011-5313-0000	372.72
CENTER POINT, INC	1881926	2 BOOKS - OUTREACH DEPAR…	011-011-5313-0000	43.74
QUILL CORPORATION	19942918	COPY PAPER, POST-ITS, CANN…	011-011-5301-0000	100.61
QUILL CORPORATION	19942918	TRASH BAGS x 1 BOX, KLEENE…	011-011-5310-0000	23.37
QUILL CORPORATION	19942918	BRASS FASTENERS/BRADS x 2 …	011-011-5324-0000	4.22
TK ELEVATOR CORPORATION	3006182057	ANNUAL CONTRACT - "SILVER"…	011-011-5201-0000	2,648.24
ISERVE	6100	ROUTINE CLEANING OF LIBRA…	011-011-5201-0000	1,544.00
PENWORTHY COMPANY	0575688-IN	8 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000	124.21
BAKER & TAYLOR CO.	2036244597	7 BOOKS - ADULT DEPARTME…	011-011-5313-0000	107.27
BAKER & TAYLOR CO.	2036244597	1 MEMORIAL BOOK - ADULT D…	011-011-5321-0000	15.08
BAKER & TAYLOR CO.	2036244598	2 BOOKS - ADULT DEPARTME…	011-011-5313-0000	16.98
BAKER & TAYLOR CO.	2036244599	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	8.78
BAKER & TAYLOR CO.	2036244600	2 BOOKS - ADULT DEPARTME…	011-011-5313-0000	32.22
BAKER & TAYLOR CO.	2036244601	8 BOOKS - ADULT DEPARTME…	011-011-5313-0000	57.53
BAKER & TAYLOR CO.	2036244602	2 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000	26.85
BAKER & TAYLOR CO.	2036244603	2 BOOKS - YOUNG ADULT DEP…	011-011-5313-0000	21.65
SCHOLASTIC	32312265	20 BOOKS - FOR KANSAS READ…	011-011-5324-0000	61.00

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
CENGAGE LEARNING/GALE	75964725	3 BOOKS - OUTREACH DEPAR…	011-011-5313-0000	67.47
CENGAGE LEARNING/GALE	75972636	3 BOOKS - OUTREACH DEPAR…	011-011-5313-0000	68.97
CENTER POINT, INC	1886095	1 MEMORIAL BOOK - OUTREA…	011-011-5321-0000	30.72
BAKER & TAYLOR CO.	2036254105	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	49.77
BAKER & TAYLOR CO.	2036254106	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	17.56
BAKER & TAYLOR CO.	2036254107	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	42.61
BAKER & TAYLOR CO.	2036254108	1 BOOKS - ADULT DEPARTME…	011-011-5313-0000	6.05
BAKER & TAYLOR CO.	2036254109	8 BOOKS - ADULT DEPARTME…	011-011-5313-0000	121.91
BAKER & TAYLOR CO.	2036254110	1 BOOK - JUVENILE DEPARTM…	011-011-5313-0000	9.95
BAKER & TAYLOR CO.	2036254111	11 MEMORIAL BOOKS - JUVEN…	011-011-5321-0000	161.75
BAKER & TAYLOR CO.	2036254112	1 MEMORIAL BOOK - JUVENILE…	011-011-5321-0000	10.53
BAKER & TAYLOR CO.	2036254113	2 BOOKS - YOUNG ADULT DEP…	011-011-5313-0000	21.65
MIDWEST TAPE	501099735	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	22.49
MIDWEST TAPE	501099736	1 AUDIOBOOK - YOUNG ADULT…	011-011-5318-0000	28.99
MIDWEST TAPE	501099738	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	14.99
MIDWEST TAPE	501099739	1 AUDIOBOOK - ADULT DEPAR…	011-011-5318-0000	39.99
MIDWEST TAPE	501100200	1 DVD - JUVENILE DEPARTME…	011-011-5318-0000	15.74
BRODART CO.	589095	"FANTASY" CLASSIFICATION L…	011-011-5326-0000	19.92
DIGITAL OFFICE SYSTEMS	IN652251	SERVICE CONTRACT FOR PATR…	011-011-5212-0000	67.84
SUTHERLAND LUMBER TALLG…	144107	MSNRY DRLL BIT, BULK FSTNRS…	011-011-5307-0000	12.25
BAKER & TAYLOR CO.	2036259624	2 BOOKS - ADULT DEPARTME…	011-011-5313-0000	31.61
BAKER & TAYLOR CO.	2036259625	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	16.39
BAKER & TAYLOR CO.	2036259626	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	44.88
BAKER & TAYLOR CO.	2036259627	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	17.16
BAKER & TAYLOR CO.	2036259628	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	16.98
BAKER & TAYLOR CO.	2036259629	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000	44.79
BAKER & TAYLOR CO.	2036259630	2 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000	29.27
BAKER & TAYLOR CO.	2036259631	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000	18.17
BAKER & TAYLOR CO.	2036259632	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000	11.12
BAKER & TAYLOR CO.	2036259633	8 BOOKS - YOUNG ADULT DEP…	011-011-5313-0000	74.16
DEMCO	7023129	CLSSFCTN LABELS x 2, FLMNT …	011-011-5326-0000	189.72
CENGAGE LEARNING/GALE	76006008	1 BOOK - OUTREACH DEPART…	011-011-5313-0000	31.19
BAKER & TAYLOR CO.	2036264568	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	6.05
BAKER & TAYLOR CO.	2036264569	2 BOOKS - ADULT DEPARTME…	011-011-5313-0000	34.54
BAKER & TAYLOR CO.	2036264570	1 BOOK - JUVENILE DEPARTM…	011-011-5313-0000	8.54
BAKER & TAYLOR CO.	2036264571	5 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000	49.74
BAKER & TAYLOR CO.	2036264572	1 MEMORIAL BOOK - JUVENILE…	011-011-5321-0000	15.44
BAKER & TAYLOR CO.	2036264573	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000	12.88
BAKER & TAYLOR CO.	2036264574	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000	6.66
MIDWEST TAPE	501131894	3 AUDIOBOOKS - YOUNG ADU…	011-011-5318-0000	99.97
MIDWEST TAPE	501131896	2 DVDs - ADULT DEPARTMENT	011-011-5318-0000	74.98
MIDWEST TAPE	501131897	2 REPLACEMENT DISCS FOR A…	011-011-5318-0000	19.98
MIDWEST TAPE	501131898	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	18.74
MIDWEST TAPE	501131899	1 AUDIOBOOK - ADULT DEPAR…	011-011-5318-0000	39.99

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
MIDWEST TAPE	501132060	1 DVD - ADULT DEPARTMENT	011-011-5318-0000		14.99
MIDWEST TAPE	501132061	1 DVD SET - ADULT DEPARTM…	011-011-5318-0000		29.99
MIDWEST TAPE	501132062	1 DVD - JUVENILE DEPARTME…	011-011-5318-0000		17.24
MIDWEST TAPE	501132063	1 MEMORIAL AUDIOBOOK - A…	011-011-5321-0000		23.99
CENGAGE LEARNING/GALE	76035707	1 BOOK - OUTREACH DEPART…	011-011-5313-0000		24.80
CENGAGE LEARNING/GALE	76035707	1 MEMORIAL BOOK - OUTREA…	011-011-5321-0000		25.59
DIGITAL OFFICE SYSTEMS	IN653276	SERVICE CONTRACT FOR CHIL…	011-011-5212-0000		39.16
BAKER & TAYLOR CO.	2036276128	3 BOOKS - ADULT DEPARTME…	011-011-5313-0000		46.84
BAKER & TAYLOR CO.	2036276129	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000		29.29
BAKER & TAYLOR CO.	2036276130	2 BOOKS - ADULT DEPARTME…	011-011-5313-0000		32.99
BAKER & TAYLOR CO.	2036276131	4 BOOKS - ADULT DEPARTME…	011-011-5313-0000		63.47
BAKER & TAYLOR CO.	2036276132	11 BOOKS - ADULT DEPARTM…	011-011-5313-0000		193.67
BAKER & TAYLOR CO.	2036276133	4 BOOKS - JUVENILE DEPARTM…	011-011-5313-0000		51.89
BAKER & TAYLOR CO.	2036276134	1 BOOK - YOUNG ADULT DEPA…	011-011-5313-0000		10.53
PETTY CASH	PCASH10/2021	PETTY CASH	011-011-5213-0000		20.00
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2…	611 S WASHINGTON	011-011-5205-0000		59.96
LEASE FINANCE PARTNERS	LFP10/2021	MONTHLY LEASE FOR PATRON…	011-011-5210-0000		146.77
EVERGY	3045086372 OCT 2021	611 S WASHINGTON ST SVC 9/…	011-011-5205-0000		890.77
				Fund 011 - BRADFORD MEMORIAL LIBRARY Total:	**17,941.84**
Fund: 014 - INDUSTRIAL MILL LEVY FUND					
PETTY CASH	INV0044019	#10519 AS BUCO REG OF DEE…	014-061-5212-0000		38.00
EL DORADO INC.	3682	MONTHLY MATCHING FUNDS …	014-061-5201-0000		1,200.00
				Fund 014 - INDUSTRIAL MILL LEVY FUND Total:	**1,238.00**
Fund: 015 - LIBRARY CAPITAL IMPROVMNT FUND					
DON'S HEATING AND AIR INC	10495983	SERVICE AND INSTALLATION O…	015-011-7403-0000		20,235.00
				Fund 015 - LIBRARY CAPITAL IMPROVMNT FUND Total:	**20,235.00**
Fund: 016 - SPECIAL PARKS & RECREATION FUND					
QUALITY TIMBER PRODUCTS, …	18835	RIVERVIEW PLAYGROUND MU…	016-051-5315-0000		3,550.00
				Fund 016 - SPECIAL PARKS & RECREATION FUND Total:	**3,550.00**
Fund: 018 - SELF INSURANCE RESERVE FUND					
YMCA	31016	09-2021 YMCA MEMBERSHIPS	018-011-5401-0000		3,102.00
SUPERIOR VISION INSURANCE …	0000560831	OCTOBER 2021 VISION	018-011-5201-0000		1,683.93
HEARTLAND RETIREMENT & B…	COE-E10012021	OCTOBER 2021 EMPLOYEE BE…	018-011-5201-0000		1,250.00
YMCA	31251	10-2021 YMCA MEMBERSHIPS	018-011-5401-0000		3,111.80
EL DORADO TRUECARE PHAR…	INV0044236	2021 EMPLOYEE FLU SHOT CLI…	018-011-5213-0000		1,575.00
SUPERIOR VISION INSURANCE …	0000571680	NOVEMBER 2021 VISION	018-011-5201-0000		1,733.10
				Fund 018 - SELF INSURANCE RESERVE FUND Total:	**12,455.83**
Fund: 019 - COMMUNITY DEVELOPMENT DISTRICT					
SUPER 8	INV0044013	SEP '21 MONTHLY PYMT PER C…	019-011-5213-0000		871.45
RED COACH INN	INV0044014	SEP '21 MONTHLY PYMT PER C…	019-011-5213-0000		1,156.31
GUFFEY ZUMWALT PROPERTIE…	INV0044015	SEP '21 MONTHLY PYMT PER C…	019-011-5213-0000		1,589.73
DAYS INN & SUITES	INV0044016	SEP '21 MONTHLY PYMT PER C…	019-011-5213-0000		4,909.31

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
SUPER 8	INV0044237	OCT '21 MONTHLY PYMT PER C..	019-011-5213-0000		773.85
RED COACH INN	INV0044238	OCT '21 MONTHLY PYMT PER C..	019-011-5213-0000		868.35
DAYS INN & SUITES	INV0044239	OCT '21 MONTHLY PYMT PER C..	019-011-5213-0000		4,515.71
GUFFEY ZUMWALT PROPERTIE...	INV0044240	OCT '21 MONTHLY PYMT PER C..	019-011-5213-0000		1,498.16
				Fund 019 - COMMUNITY DEVELOPMENT DISTRICT Total:	**16,182.87**
Fund: 022 - LAW ENFORCEMENT TRUST FUND					
CITY OF EL DORADO	INV0044091	REPLENISH INVESTIGATVIE AC...	022-011-5213-0000		1,200.00
				Fund 022 - LAW ENFORCEMENT TRUST FUND Total:	**1,200.00**
Fund: 024 - TOURISM TAX FUND					
KSN	3095207-1	150 FEST ADS	024-011-5212-0000		399.98
KSN	A3099866-1	150 FEST ADS	024-011-5212-0000		300.00
PECOS LEAGUE OF PROFESSIO...	INV0043767	BASEBALL LEAGUE SPONSORS...	024-011-5213-0000		3,250.00
SUTHERLAND LUMBER TALLG...	143672	150 FEST FLOAT SIGN SUPPLIES	024-011-5213-0000		54.52
INTRUST CARD CENTER	INV0044004	150TH FEST - WALNUT RIVER ...	024-011-5213-0000		813.07
INTRUST CARD CENTER	INV0044005	150 FEST SUPPLIES FOR BANDS	024-011-5211-0000		100.52
INTRUST CARD CENTER	INV0044005	POST CARDS	024-011-5212-0000		1,225.45
INTRUST CARD CENTER	INV0044005	150 FEST SUPPLIES/COMMISS...	024-011-5213-0000		90.81
INTRUST CARD CENTER	INV0044005	150 FEST FLOAT SUPPLIES/LYS...	024-011-5213-0000		201.48
INTRUST CARD CENTER	INV0044006	150 FEST FOOD FOR BAND	024-011-5211-0000		63.39
INTRUST CARD CENTER	INV0044006	150 FEST ADS	024-011-5212-0000		369.57
INTRUST CARD CENTER	INV0044006	150 FEST FENCING	024-011-5213-0000		108.02
INTRUST CARD CENTER	INV0044006	SCANNER FOR JAVAN	024-011-5213-0000		39.99
INTRUST CARD CENTER	INV0044006	150 FEST SUPPLIES/FANNY PA...	024-011-5213-0000		23.94
INTRUST CARD CENTER	INV0044006	SQUARE ACCOUNT	024-011-5213-0000		29.00
INTRUST CARD CENTER	INV0044006	TOURISM GIVE AWAYS	024-011-5213-0000		688.62
INTRUST CARD CENTER	INV0044006	150 FEST SUPPLIES/SQUARE J...	024-011-5213-0000		22.76
INTRUST CARD CENTER	INV0044006	EXPERIENCE EL DORADO TENT	024-011-5213-0000		567.66
INTRUST CARD CENTER	INV0044007	150 FEST INSURANCE	024-011-5204-0000		553.00
INTRUST CARD CENTER	INV0044007	150 FEST INS./LIQUOR	024-011-5204-0000		455.00
INTRUST CARD CENTER	INV0044007	150 FEST LUNCH FOR STAFF	024-011-5211-0000		28.47
INTRUST CARD CENTER	INV0044007	JAVAN TIAK	024-011-5211-0000		250.00
INTRUST CARD CENTER	INV0044007	150 FEST BAND-DAYS INN	024-011-5211-0000		230.98
INTRUST CARD CENTER	INV0044007	150 FEST BAND-DAYS INN	024-011-5211-0000		230.98
INTRUST CARD CENTER	INV0044007	150 FEST BAND-DAYS INN	024-011-5211-0000		230.98
INTRUST CARD CENTER	INV0044007	150 FEST DINNER FOR BAND	024-011-5211-0000		281.97
INTRUST CARD CENTER	INV0044007	JAVAN TIAK	024-011-5211-0000		465.51
INTRUST CARD CENTER	INV0044007	150 FEST BAND-DAYS INN	024-011-5211-0000		230.98
INTRUST CARD CENTER	INV0044007	150 FEST BAND-DAYS INN	024-011-5211-0000		230.98
INTRUST CARD CENTER	INV0044007	150 FEST BREAKFAST FOR AIR...	024-011-5211-0000		35.03
INTRUST CARD CENTER	INV0044007	150 FEST BEER	024-011-5213-0000		4,963.03
INTRUST CARD CENTER	INV0044007	150 FEST SUPPLIES	024-011-5213-0000		4.49
INTRUST CARD CENTER	INV0044007	150 FEST GIFT CARD FOR GAS ...	024-011-5213-0000		30.00
INTRUST CARD CENTER	INV0044018	150 FEST PICKLEBALL TOURNEY	024-011-5213-0000		200.00

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
INTRUST CARD CENTER	INV0044023	DILLONS/150 FEST SUPPLIES F…	024-011-5211-0000		343.62
INTRUST CARD CENTER	INV0044023	150 FEST SUPPLIES FOR BANDS	024-011-5211-0000		86.97
INTRUST CARD CENTER	INV0044023	150 FEST SUPPLIES FOR BAND	024-011-5211-0000		68.63
INTRUST CARD CENTER	INV0044023	150 FEST SUPPLIES FOR BAND…	024-011-5211-0000		167.35
INTRUST CARD CENTER	INV0044023	150 FEST ICE	024-011-5211-0000		31.92
INTRUST CARD CENTER	INV0044023	FASTSIGNS/150 FEST BANNERS	024-011-5212-0000		461.00
INTRUST CARD CENTER	INV0044023	WALMART/150 FEST SUPPLIES…	024-011-5213-0000		165.98
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	024-011-5301-0000		32.23
PETTY CASH	INV0044019	#10523 TS-FOOD FOR VOLUNT…	024-011-5211-0000		150.00
PETTY CASH	INV0044019	#10521 TS-JAVON LUNCH SCK…	024-011-5211-0000		14.80
PETTY CASH	INV0044019	#10524 TS-FOOD VOUCHER RE…	024-011-5211-0000		20.00
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	024-011-5213-0000		42.30
KSN	A3099866-2	150 FEST ADS	024-011-5212-0000		300.00
AMERICAN LEGION POST #81	INV0044020	150 FEST PYMT FOR BEER SOL…	024-011-5213-0000		798.00
VFW	INV0044021	150 FEST PYMT FOR BEER SOL…	024-011-5213-0000		796.00
CAYLEE HAMMACK	INV0044022	MERCH SOLD A CAYLEE HAM…	024-011-5213-0000		188.99
COX COMMUNICATIONS	028608401 OCT 2021	CVB	024-011-5205-0000		99.97
WELLS DESIGNS, INC. & F5 IM…	2665	150TH PAGEANT SHIRTS	024-011-5213-0000		59.90
LINDSEY KERNODLE ARTWORK	217A	MAP DESIGN SERVICES-1ST 1/3…	024-011-5201-0000		533.00
IMAGEQUEST	IN3032299	ADMIN PRINTER	024-011-5210-0000		20.58
U.S. BANK EQUIPMENT FINAN…	456232255	ADMIN PRINTER 10/16/2021-…	024-011-5210-0000		16.50
KANSAS MOBILE THRONE	0917202110	PORTABLE RESTROOMS FOR 1…	024-011-5213-0000		2,250.00
				Fund 024 - TOURISM TAX FUND Total:	**23,417.92**
Fund: 027 - EXPENDABLE TRUST FUND					
BUTLER COUNTY TIMES-GAZE…	100126-30 MAY 2021A	LEGALS COMMERICAL REHAB …	027-134-5212-0000		152.15
SUTHERLAND LUMBER TALLG…	143827	CONCRETE FOR RIVERVIEW PA…	027-129-5310-0000		260.55
SUTHERLAND LUMBER TALLG…	143852	CONCRETE FOR RIVERVIEW PA…	027-129-5310-0000		46.32
SUTHERLAND LUMBER TALLG…	143854	CONCRETE FOR RIVERVIEW PA…	027-129-5310-0000		86.85
SUTHERLAND LUMBER TALLG…	143855	CONCRETE FOR RIVERVIEW PA…	027-129-5310-0000		150.54
WHEAT STATE RENTAL, INC.	I-002327	LIFT FOR RIVERVIEW PARK	027-142-7404-0000		550.00
P & G PAINTING, INC	0000637	PAINTING PARK SHOP	027-143-5206-0000		4,800.00
				Fund 027 - EXPENDABLE TRUST FUND Total:	**6,046.41**
Fund: 030 - CONSTRUCTION FUND					
BLACK & VEATCH	1348093	WTP - EXPANSION STUDY	030-011-5201-0586		12,507.00
BUTLER COUNTY TIMES-GAZE…	100126-30 MAY 2021A	LEGALS PROJECT 533	030-011-5212-0533		146.20
BUTLER COUNTY TIMES-GAZE…	100126-30 MAY 2021A	RESOLUTION NO. 2923 SKYVI…	030-011-5212-0584		178.50
BUTLER COUNTY TIMES-GAZE…	100126-30 MAY 2021A	RESOLUTION NO. 2922 MYERS…	030-011-5212-0585		177.65
APAC KANSAS, INC	582-1	PAY ESTIMATE	030-011-5202-0582		210,970.00
BLACK & VEATCH	1354983	WTP - WATER EXPANSION ST…	030-011-5201-0586		12,777.50
NOWAK CONSTRUCTION CO,I…	588-1	PAY ESTIMATE	030-011-5202-0588		41,400.00
BILL'S ELECTRIC, INC	I7024	MAG - BCC DORMS #576 ELEC…	030-011-7401-0576		3,582.24
GARVER	21T41352	SERVICES THRU 9/24/21	030-011-5201-0584		1,324.60
GARVER	21T41352	SERVICES THRU 9/24/21	030-011-5201-0585		5,243.80

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
GARVER	21T41356-1	STREET DESIGN THRU 9/24/21	030-011-5201-0590		4,678.40
APAC KANSAS, INC	582-3-1	PAY ESTIMATE S EMPORIA	030-011-5202-0582		107,051.89
SUTHERLAND LUMBER TALLG...	144220	#0576 - BCC DORM VAULT CO...	030-011-5308-0576		27.75
APAC KANSAS, INC	582-2-1	PAY ESTIMATE-PINE & 3RD	030-011-5202-0582		93,529.07
CHAD WITTENBERG	949258	DRIVEWAY REPAIRS 1145 S D...	030-011-5202-0582		3,238.83
PROFESSIONAL ENGINEERING ...	525214	SERVICE THRU 9/25	030-011-5201-0594		3,450.00
PROFESSIONAL ENGINEERING ...	525215	SERVICES THRU 9/25	030-011-5201-0569		11,205.50
PROFESSIONAL ENGINEERING ...	525215	SERVICES THRU 9/25	030-011-5201-0570		4,144.50
				Fund 030 - CONSTRUCTION FUND Total:	**515,633.43**
Fund: 031 - BUILDING DEMOLITION					
INTRUST CARD CENTER	INV0043997	POSTAGE CERTIFIED LETTERS-...	031-027-5213-0000		56.00
PETTY CASH	INV0044019	#10516 AS- BUCO REG OF DEE...	031-027-5212-0000		59.00
GREGORIA REQUENA	1	PURCHASE 814 N RAILROAD	031-027-7405-0000		3,000.00
BUTLER COUNTY TREASURER	007-3299000	814 N RAILROAD 2020 TAXES	031-027-5213-0000		358.82
				Fund 031 - BUILDING DEMOLITION Total:	**3,473.82**
Fund: 060 - WATER FUND					
FASTENAL COMPANY	KSELD112127	DISTR - HEXNUTS	060-003-5308-0000		3.50
FASTENAL COMPANY	KSELD113161	DISTR - CUTOFF WHEELS 46GR...	060-003-5302-0000		21.00
EUROFINS EATON ANALYTICAL,...	S392268	WTP-LAB TESTING	060-002-5201-0000		300.00
HACH COMPANY	12525658	WTP - LAB TESTING SUPPLIES	060-002-5304-0000		341.00
UNIFIRST CORPORATION	240 1028785	DISTR - MATS 3X5	060-003-5309-0000		17.50
UNIFIRST CORPORATION	240 1030167	DISTR - MATS 3X5	060-003-5309-0000		17.50
HACH COMPANY	12564246	WTP - LAB TESTING SUPPLIES	060-002-5304-0000		61.85
FASTENAL COMPANY	KSELD113810	WTP - SHOP TOWEL RETURN	060-002-5309-0000		-64.65
POWERPLAN	1652137	#6016,#6018,#6025 (8) BOLTS ...	060-003-5307-0000		99.25
POWERPLAN	1654032	#6018 - FRONT BUCKET BLADE	060-003-5307-0000		464.67
FASTENAL COMPANY	KSELD114093	WTP - MISC SHOP BOLTS/WAS...	060-002-5308-0000		41.06
T & D TIRE AND AUTO REPAIR	19502	#6015 REPAIR 17	060-003-5207-0000		13.00
MIDWEST METER INC.	0135247-IN	#5000 ORD#791 - 3/4" METERS...	060-000-0410-0000		1,245.50
BRENNTAG SOUTHWEST, INC	BSW322682	#60005 ORD#788 - CHLORINE	060-000-0410-0000		2,980.00
CORE & MAIN LP	P412978	#3340 ORD#794 - HYMAX CO...	060-000-0410-0000		944.66
GDW WATER SAMPLER	1010	WTP - WATER METER SAMPLE...	060-002-5302-0000		225.00
SUTHERLAND LUMBER TALLG...	143522	WTP - AIREATOR TO MOWER ...	060-002-5307-0000		29.96
BRENNTAG SOUTHWEST, INC	BSW324381	#60006 ORD#790 - AMMONI...	060-000-0410-0000		4,705.06
CORE & MAIN LP	P329043	DISTR - FLEXPIPE 1"	060-003-5308-0000		625.00
CORE & MAIN LP	P532644	#6331 ORD#800 - 2" CORP/PVC...	060-000-0410-0000		259.18
CORE & MAIN LP	P532644	DISTR - POLY INSERTS	060-003-5308-0000		15.42
CORE & MAIN LP	P544534	#6709 ORD#799 - 6"X2" BRASS...	060-000-0410-0000		107.25
CHEMTRAC, INC	30946	WTP - PRE CHLORINE ANALYZ...	060-002-7401-0000		7,620.00
SWAN ANALYTICAL USA, INC.	CD10000582	WTP - (2) #5 & #2 MONIITOR ...	060-002-5315-0000		8,950.50
UNIFIRST CORPORATION	240 1042686	DISTR - MATS 3X5	060-003-5309-0000		17.50
WICHITA WINWATER WORKS ...	248297 01	#6330 ORD#796 - 2" CORP/CO...	060-000-0410-0000		373.14
WICHITA WINWATER WORKS ...	248297 01	#6755 ORD#796 - 12"X2" BRA...	060-000-0410-0000		296.28

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
CERTIFIED LABORATORIES	7505850	DISTR - PENETRATING OIL, HA…	060-003-5303-0000	150.00
CERTIFIED LABORATORIES	7505850	DISTR - PENETRATING OIL, HA…	060-003-5310-0000	138.95
CERTIFIED LABORATORIES	7506660	DISTR - SAFETY GLOVES	060-003-5312-0000	549.90
MEAD O'BRIEN INC	6138351	WTP - RAW WATER VALVE	060-002-5307-0000	1,344.95
METROCOURIER INC.	8739	WTP - KDHE SAMPLES	060-002-5213-0000	66.40
WICHITA WINWATER WORKS …	248346 01	#6749 ORD#797 - 12"X1" DBL …	060-000-0410-0000	316.98
BUMPER TO BUMPER OF EL D…	864516	#6022 BRAKE ADJUSTER	060-003-5307-0000	8.60
SWAN ANALYTICAL USA, INC.	CD10000692	WTP - FILTER #1, FINISHED W…	060-002-5315-0000	8,938.15
RED BUD SUPPLY, INC.	175133	DISTR- SAFETY VESTS/METER …	060-003-5312-0000	67.25
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	060-001-5301-0000	32.23
INTRUST CARD CENTER	INV0044023	WALMART/REG. PENCILS/PEN…	060-003-5301-0000	3.94
INTRUST CARD CENTER	INV0044031	PU1 - TOPEKA HOTEL/KWEA 2…	060-003-5211-0000	14.19
INTRUST CARD CENTER	INV0044031	PU1 - TOPEKA HOTEL/KWEA 2…	060-003-5211-0000	330.63
INTRUST CARD CENTER	INV0044031	PU1 - WENDYS/KWEA 2021 C…	060-003-5211-0000	23.53
INTRUST CARD CENTER	INV0044031	PU1 - KDHE/DILL, DIRK W1 9/2…	060-003-5211-0000	25.00
INTRUST CARD CENTER	INV0044031	PU1 - KDHE/SCHLESENER, T …	060-003-5211-0000	25.00
INTRUST CARD CENTER	INV0044031	PU1 - KDHE/ADAMS, JASON …	060-003-5211-0000	25.00
INTRUST CARD CENTER	INV0044031	PU1 - IRON RAIL/KWEA 2021 …	060-003-5211-0000	39.38
INTRUST CARD CENTER	INV0044031	PU1 - TOPEKA HOTEL/KWEA 2…	060-003-5211-0000	14.19
INTRUST CARD CENTER	INV0044031	PU1 - ORSCHELN/SHOP USE T…	060-003-5302-0000	256.92
INTRUST CARD CENTER	INV0044031	PU1 - ORSCHELN/FLOOR JACK …	060-003-5302-0000	229.98
INTRUST CARD CENTER	INV0044031	PU1 - ORSCHELN/GAS SPOUTS,…	060-003-5302-0000	39.96
INTRUST CARD CENTER	INV0044031	PU1 - ORSCHELN/GAS SPOUTS,…	060-003-5305-0000	99.98
INTRUST CARD CENTER	INV0044031	PU1 - ORSCHELN/JASON ADA…	060-003-5305-0000	169.99
INTRUST CARD CENTER	INV0044031	PU1 - WALMART/MISC WALL …	060-003-5310-0000	16.78
INTRUST CARD CENTER	INV0044032	PU2 - KDHE/JOHNSON, CURT …	060-002-5211-0000	25.00
INTRUST CARD CENTER	INV0044032	PU2 - WALMART/ANNUAL RE…	060-002-5212-0000	83.00
INTRUST CARD CENTER	INV0044032	PU2 - WALMART/SHIPPING B…	060-002-5213-0000	4.44
INTRUST CARD CENTER	INV0044032	PU2 - WALMART/LABEL MAKER	060-002-5301-0000	17.88
INTRUST CARD CENTER	INV0044032	PU2 - WALMART/CL2 TABLETS…	060-002-5304-0000	51.48
INTRUST CARD CENTER	INV0044032	PU2 - ORSCHELN/JOHNSON, C…	060-002-5305-0000	69.63
INTRUST CARD CENTER	INV0044032	PU2 - PRAIRIE BLOSSOM/LOBB…	060-002-5308-0000	51.52
INTRUST CARD CENTER	INV0044032	PU2 - PRAIRIE BLOSSOM/LOBB…	060-002-5308-0000	12.98
INTRUST CARD CENTER	INV0044032	PU2 - PRAIRIE BLOSSOM/LOBB…	060-002-5308-0000	17.18
INTRUST CARD CENTER	INV0044032	PU2 - WALMART/LOBBY PLAN…	060-002-5308-0000	13.47
INTRUST CARD CENTER	INV0044034	JASON - TOPEKA/KWEA 2021 …	060-001-5211-0000	330.63
INTRUST CARD CENTER	INV0044034	JASON - MCD/KWEA 2021 CO…	060-001-5211-0000	17.01
INTRUST CARD CENTER	INV0044034	JASON - MOES/MEAL BRETT, S…	060-002-5211-0000	41.43
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT…	060-001-5201-0000	2.10
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT…	060-001-5213-0000	4.68
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING	060-001-5203-0000	58.57
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING POS…	060-001-5213-0000	312.25
BEVERAGE CARBONATION SER…	H216547	WTP - BULK CARBON DIOXIDE	060-002-5304-0000	35.08
PETTY CASH	INV0044019	#10520 ML-CDL DEREK BRADF…	060-003-5211-0000	13.75

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
PETTY CASH	INV0044019	#10522 AP-TAGS 2016 FREIGH...	060-003-5213-0000	53.75
POWERPLAN	1682121	#6005 - O-RING REPLACEMEN...	060-003-5207-0000	561.03
BRADY INDUSTRIES OF KANSAS	1863980	WTP - LAB SUPPLIES	060-002-5304-0000	264.00
BILL'S ELECTRIC, INC	I7018	WTP - ADD RECPT CHLORINE ...	060-002-5207-0000	112.50
BILL'S ELECTRIC, INC	I7018	WTP - ADD RECPT CHLORINE ...	060-002-5307-0000	21.49
EL DORADO FEED & SUPPLY	111132	WTP - LAWN SEED	060-002-5308-0000	811.80
GRAINGER	9063929674	WTP - TOILET REPAIR	060-002-5307-0000	8.26
CARLISLE HEATING & AIR CON...	I3845	WTP - PUMP ROOM FAN REPA...	060-002-5207-0000	1,933.04
BRENNTAG SOUTHWEST, INC	BSW329876	#60005 ORD#789 - CHLORINE	060-000-0410-0000	4,490.00
FASTENAL COMPANY	KSELD114602	WTP - FOAM EAR PLUGS	060-002-5312-0000	33.84
O'REILLY AUTOMOTIVE, INC	0255-219647	DISTR - WIPER FLUID ALL TRU...	060-003-5307-0000	14.34
HACH COMPANY	12658705	WTP - LAB TURB LAMP REPLC	060-002-5307-0000	670.91
UNIFIRST CORPORATION	240 1045468	DISTR - MATS 3X5	060-003-5309-0000	20.34
CUMMINS SALES AND SERVICE	J1-66321	FUEL SHUTOFF VALVE KIT	060-003-5307-0000	582.12
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	060-001-5213-0000	169.20
BEVERAGE CARBONATION SER...	R126560	WTP - 2021 SEPT EQUIP CHAR...	060-002-5210-0000	30.00
SUTHERLAND LUMBER TALLG...	143931	DISTR - NUT DRIVER, GLOVES	060-003-5302-0000	42.98
SUTHERLAND LUMBER TALLG...	143931	DISTR - NUT DRIVER, GLOVES	060-003-5312-0000	7.58
BRADY INDUSTRIES OF KANSAS	1864605	DISTR - KT, SUPRO CHERRY, LN...	060-003-5309-0000	202.24
BRADY INDUSTRIES OF KANSAS	1864606	WTP - HT, KT, WIPES	060-002-5309-0000	237.90
PRAIRIE BLOSSOM NURSERY	246	WTP - MUMS	060-002-5308-0000	134.85
TYLER TECHNOLOGIES, INC	025-351916	INSITE TRANSACTION FEES-UTI...	060-001-5203-0000	1,203.75
TYLER TECHNOLOGIES, INC	025-351916	INSITE TRANSACTION FEES-UTI...	060-001-5203-0000	3,940.00
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION...	060-001-5201-0000	85.68
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION...	060-001-5201-0000	29.63
KANSAS ONE-CALL SYSTEM, INC	1090220	2021 SEPT LOCATES 225 @ $1....	060-003-5201-0000	90.00
TRUGREEN COMMERCIAL	148327075	WTP - CHEMICAL APPLICATION	060-002-5201-0000	126.00
TRUGREEN COMMERCIAL	148327076	DISTR - CHEMICAL APPLICATI...	060-003-5201-0000	99.00
EWING IRRIGATION PRODUCTS...	15319658	WTP - LAWN REPAIR PARTS	060-002-5308-0000	873.87
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22...	060-001-5205-0000	12.21
USIC LOCATING SERVICES, LLC	465389	DISTR - GAS UTILITY LINE HIT	060-003-5201-0000	283.25
USIC LOCATING SERVICES, LLC	466794	2021 SEPT USIC LOCATES	060-003-5201-0000	1,641.82
APAC KANSAS, INC	8001850032	DISTR - 700 BLK W LOCUST AS...	060-003-5308-0000	1,192.88
EVERGY	9331453189 SEPT 2021	380 E CENTRAL AVE SVC 8/31/...	060-000-1198-0000	8,473.80
EVERGY	9331453189 SEPT 2021	380 E CENTRAL AVE SVC 8/31/...	060-002-5205-0000	11,215.40
METROCOURIER INC.	9362	WTP - KDHE SAMPLE POSTAGE	060-002-5213-0000	16.60
ACE HARDWARE	K72762	WTP - IRRIGATION EXTENSIONS	060-002-5308-0000	34.75
BUCKEYE CORPORATION	SO-3-18194	DISTR - SHEET PACKING	060-003-5308-0000	16.88
O'REILLY AUTOMOTIVE, INC	0255-220433	DISTR - SHOP BRAKE CLEANER	060-003-5310-0000	5.98
COX COMMUNICATIONS	028608401 OCT 2021	WATER TREAT/MAINT	060-002-5205-0000	299.91
COX COMMUNICATIONS	028608401 OCT 2021	WATER MAINT	060-003-5205-0000	34.54
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	060-002-5201-0000	41.16
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	060-003-5201-0000	98.78
VERIZON CONNECT FLEET USA ...	346000021176	SEPT 2021 VEHICLE TRACKING ...	060-003-5205-0000	386.73

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
KANSAS DEPARTMENT OF REV…	3RD QTR 2021	3RD QTR 2021 WP & CLEAN DR…	060-000-1067-0000	21,811.05
KANSAS DEPARTMENT OF REV…	3RD QTR 2021	3RD QTR 2021 WP & CLEAN DR…	060-001-5209-0000	20,447.86
EUROFINS EATON ANALYTICAL,…	8100000593	WTP - LAB TESTING, HA5, TRI…	060-002-5201-0000	1,080.00
ACE HARDWARE	K72783	#6041 - NOXXLE, CLOTH	060-003-5302-0000	12.58
VERMEER GREAT PLAINS	P24292	#6019 - RADIO SONDE FOR DI…	060-003-5307-0000	2,177.12
BUCKEYE CORPORATION	SO-3-18231	DISTR - WATER MAIN REPAIR	060-003-5308-0000	63.98
UNIFIRST CORPORATION	240 1046873	DISTR - MATS 3X5	060-003-5309-0000	20.86
EVERGY	3488917010 SEPT 2021	980 W 6TH ST SVC 9/2/2021-1…	060-002-5205-0000	25.90
KANSAS DEPARTMENT OF HEA…	52436	WTP - STATE LAB TESTING	060-002-5201-0000	820.00
BUMPER TO BUMPER OF EL D…	865607	#6322 WIPER BLADE, POWER …	060-003-5307-0000	24.90
ACE HARDWARE	K72811	WTP - SHOP USE SOCKETS	060-002-5302-0000	27.98
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL…	060-001-5201-0000	2.07
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL…	060-001-5213-0000	4.47
ACE HARDWARE	K72832	DISTR - GREENS METER REPAIR	060-003-5308-0000	6.59
CORE & MAIN LP	P568588	#6753 ORD#804 - TAP SADDLE…	060-000-0410-0000	87.56
CORE & MAIN LP	P610650	#6755 ORD#802 - TAP SADDLE…	060-000-0410-0000	217.98
CORE & MAIN LP	P697840	#3340 ORD#803 - 2" HYMAX C…	060-000-0410-0000	444.28
CORE & MAIN LP	P697840	#3339 ORD#803 - 4" HYMAX C…	060-000-0410-0000	563.28
CORE & MAIN LP	P697840	DISTR - RUBBER METER WASH…	060-003-5308-0000	36.00
O'REILLY AUTOMOTIVE, INC	0255-221320	#6041 - BRAKE CLEANER, SCR…	060-003-5302-0000	23.98
O'REILLY AUTOMOTIVE, INC	0255-221320	#6041 - BRAKE CLEANER, SCR…	060-003-5310-0000	23.88
SUTHERLAND LUMBER TALLG…	144040	DISTR - SHOP TOOLS, GLOVES	060-003-5302-0000	60.45
SUTHERLAND LUMBER TALLG…	144040	DISTR - SHOP TOOLS, GLOVES	060-003-5312-0000	21.99
BRADY INDUSTRIES OF KANSAS	1865384	WTP - CLR REINFRS	060-002-5301-0000	6.18
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING	060-001-5201-0000	75.48
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING POSTA…	060-001-5213-0000	397.54
BUMPER TO BUMPER OF EL D…	865769	#6014 - HEADLIGHT	060-002-5307-0000	49.84
BUCKEYE CORPORATION	SO-3-18498	DISTR - 326 S EMPORIA, LEAK …	060-003-5308-0000	13.79
SUTHERLAND LUMBER TALLG…	144066	DISTR - SHOP TOOLS, SAFETY …	060-003-5302-0000	218.92
SUTHERLAND LUMBER TALLG…	144066	DISTR - SHOP TOOLS, SAFETY …	060-003-5312-0000	37.99
SUTHERLAND LUMBER TALLG…	144069	DISTR - PRIMER, PVC, ELBOWS	060-003-5308-0000	39.75
COMPLETE KEY AND LOCK	204435	WTP - KEY BUILDING	060-002-5208-0000	634.00
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	216/220 E FIRST AVE	060-001-5205-0000	23.94
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	380 E CENTRAL AVE	060-002-5205-0000	69.02
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	390 E CENTRAL AVE	060-003-5205-0000	70.77
D & F SERVICES, LLC	5558	#60002 ORD#801 - BLEND	060-000-0410-0000	26,784.00
ACE HARDWARE	K72892	DISTR - SHOP WASH BRUSHES	060-003-5310-0000	31.57
AMAZON CAPITAL SERVICES	1KC7-R1C9-9WPX	DISTR - FIRST AID SUPPLY CAB…	060-003-5309-0000	33.38
RED WING BUSINESS ADVANT…	20211010086003	WTP - CURT J. SAFETY BOOTS	060-002-5305-0000	165.00
VERIZON WIRELESS	9890436645	WATER DISTRIBUTION	060-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	PUBLIC UTILITIES	060-002-5205-0000	59.98
VERIZON WIRELESS	9890436645	LOCATES	060-003-5205-0000	40.01
ENCORE ENERGY SERVICES, IN…	0044457-0	220 E 1ST AVE	060-001-5205-0000	3.05
ENCORE ENERGY SERVICES, IN…	0044457-0	390 E CENTRAL AVE	060-003-5205-0000	4.63

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
HACH COMPANY	12682944	WTP - LAB SUPPLIES	060-002-5304-0000	452.62
UNIFIRST CORPORATION	240 1048256	DISTR - MATS 3X5	060-003-5309-0000	20.34
CONCRETE MATERIALS CO.	539667	DISTR - 326 S EMPORIA	060-003-5308-0000	361.75
O'REILLY AUTOMOTIVE, INC	0255-222439	#6020 & #6050 - FUSE ASSRT…	060-003-5307-0000	15.98
HACH COMPANY	12686574	WTP - LAB SUPPLIES	060-002-5304-0000	24.75
FASTENAL COMPANY	KSELD114842	#6041 - OPEN REEL TAPE MEA…	060-003-5207-0000	34.35
ACE HARDWARE	272949	WTP - TURBIDIMETER INSTALL	060-002-5308-0000	39.92
EVERGY	8408164822 SEPT2021	780 W CENTRAL SBA MAG3	060-003-5205-0000	24.09
FASTENAL COMPANY	KSELD114853	WTP - TURBIDTY INSTALL	060-002-5207-0000	43.47
FASTENAL COMPANY	KSELD114860	#6020 & #6050 - FIRE EXSTINS…	060-003-5307-0000	219.90
HACH COMPANY	12691853	WTP - LAB SUPPLIES	060-002-5304-0000	43.05
AMAZON CAPITAL SERVICES	1M7X-PT91-DMN6	DISTR - REPLCMNT FLASHLIGH…	060-003-5302-0000	45.99
GRAINGER	9086274439	#6020 & #6050 - FIRE EXTINGU…	060-003-5312-0000	95.36
CORE & MAIN LP	P717397	#3339 ORD#805 - HYMAX CO…	060-000-0410-0000	187.76
SUTHERLAND LUMBER TALLG…	144166	DISTR - CINDER BLOCKS	060-003-5308-0000	408.24
METROCOURIER INC.	9943	WTP - KDHE SAMPLE POSTAGE	060-002-5213-0000	33.20
ACE HARDWARE	K72980	WTP - TURBIDIMETER INSTALL	060-002-5308-0000	37.56
ACE HARDWARE	K72984	WTP - TURBIDIMETER INSTALL	060-002-5308-0000	31.07
ACE HARDWARE	K72986	DISTR - PT RAW WATER LINE R…	060-003-5308-0000	62.56
ACE HARDWARE	K72988	WTP - TURBIDIMETER INSTALL	060-002-5308-0000	17.98
FASTENAL COMPANY	KSELD114880	WTP - TURBIDIMETER INSTALL	060-002-5308-0000	52.57
FASTENAL COMPANY	KSELD114885	WTP - GALV CHANNEL	060-002-5308-0000	106.25
FASTENAL COMPANY	KSELD114891	#6020 & #6050 - TIRE CHOCKS	060-003-5307-0000	76.49
BUCKEYE CORPORATION	SO-3-18771	DISTR - PAR DR/GREENS SPRIN…	060-003-5308-0000	82.54
O'REILLY AUTOMOTIVE, INC	0255-223686	#6014 - CABIN FILTER, CAR FO…	060-002-5307-0000	51.59
UNIFIRST CORPORATION	240 1049663	DISTR - MATS 3X5	060-003-5309-0000	20.34
4 STATE MAINTENANCE SUPPL…	630489	DISTR - BATTERIES, URNAL SC…	060-003-5309-0000	50.28
4 STATE MAINTENANCE SUPPL…	630489	DISTR - BATTERIES, URNAL SC…	060-003-5310-0000	41.08
SUTHERLAND LUMBER TALLG…	144221	#6049 - TUBING CUTTER	060-003-5302-0000	13.99
EVERGY	1884951385 OCT 2021	1403 DOUGLASS RD HF-2 SVC …	060-003-5205-0000	25.09
ESRI, INC	94125800	GIS MAINT. CONTRACT THRU …	060-001-5315-0000	700.00
B & B SERVICES	3213	WTP - POTWIN REPAIR	060-002-5207-0000	1,118.74
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2…	2501 W PIONEER DR	060-002-5205-0000	68.00
EVERGY	1039863941 OCT 2021	386 E CENTRAL AVE SVC 9/20/…	060-002-5205-0000	15.86
EVERGY	1929398122 OCT 2021	1204 E 12TH ST SPRNK SVC 9/…	060-003-5205-0000	25.75
EVERGY	2408492822 OCT 2021	1776 LAKELAND DR IRRIG SVC …	060-003-5205-0000	603.50
EVERGY	2773853948 OCT 2021	380 E CENTRAL AVE SAL SVC 9…	060-002-5205-0000	109.74
EVERGY	3040995134 OCT 2021	360 E CENTRAL AVE SVC 9/21/…	060-002-5205-0000	154.75
EVERGY	3110820331 OCT 2021	1355 SW HAVERHILL RD PUMP…	060-002-5205-0000	23.60
EVERGY	3174924178 OCT 2021	220 E 1ST AVE SVC 9/21/2021-…	060-001-5205-0000	530.84
EVERGY	3185044216 OCT 2021	525 W 6TH AVE WATER SVC 9/…	060-002-5205-0000	51.11
EVERGY	3420376908 OCT 2021	2030 E 12TH ST PWS-8 SVC 9/…	060-003-5205-0000	22.73
EVERGY	3632433707 OCT 2021	1004 S MAIN ST RWD-6-2 SVC …	060-003-5205-0000	25.15
EVERGY	3756991495 OCT 2021	902 MCCOLLUM RD TOWER S…	060-002-5205-0000	34.91

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
NOWAK CONSTRUCTION CO,I…	4012	DISTR - 12" N.HAVERHILL RD …	060-003-5208-0000		2,800.00
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	060-001-5201-0000		2.10
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	060-001-5213-0000		4.68
EVERGY	1103668703 OCT 2021	2501 PEIONEER RD SVC 9/21/…	060-002-5205-0000		1,415.82
EVERGY	1186297746 OCT 2021	905 SE RIVER RD WTR SVC 9/2…	060-002-5205-0000		149.41
KANSAS MUNICIPAL UTILITIES	200005802	WTP - SUPERINTENDENT JOB …	060-002-5212-0000		25.00
EVERGY	3488787769 OCT 2021	384 E CENTRAL AVE SHED SVC …	060-003-5205-0000		24.09
USA BLUEBOOK	768187	DISTR - MAGNETIC MANHOLE …	060-003-5315-0000		840.90
EVERGY	1862776022 OCT 2021	703 STONE RD 9/16/2021-10/…	060-002-5205-0000		38.22
UNIFIRST CORPORATION	240 1051047	DISTR - MATS 3X5	060-003-5309-0000		20.34
ACE HARDWARE	K73083	DISTR - SHOP LIGHT REPAIR	060-003-5206-0000		6.99
R.E. PEDROTTI COMPANY	12150	WTP - TURBIDIMETER INSTALL	060-002-5308-0000		4,258.20
SUTHERLAND LUMBER TALLG…	144331	#6049 - HAMMER, WRENCHES	060-003-5302-0000		49.47
TYLER TECHNOLOGIES, INC	025-354551	MONTHLY FEE TO SUPPORT &…	060-001-5201-0000		108.00
				Fund 060 - WATER FUND Total:	**177,156.55**
Fund: 063 - SEWER FUND					
APPLIED MOTION PRODUCTS	376968	ADAPTER KIT-23/NON NEMA S…	063-002-5307-0000		220.00
APPLIED MOTION PRODUCTS	377023	CREDIT FOR STM23Q-3AN RET…	063-002-5315-0000		-357.60
PRAIRIELAND PARTNERS	10081354	WWTP - INVOICE CREDIT COR…	063-002-5207-0000		-0.80
CENTRAL POWER SYSTEMS & …	R119008612 01	SEWER - PORTABLE GENERAT…	063-003-5207-0000		513.50
MIDWEST BIO-SYSTEMS, INC	23238	WWTP - SLINGER REPAIR	063-002-5307-0000		-191.51
MIDWEST TURF	14665	WWTP - BAGWORMS (6) TREE…	063-002-5201-0000		115.00
CORE & MAIN LP	P412978	#632070 ORD#793 - 8" CLAY X…	063-000-0410-0000		165.44
CORE & MAIN LP	P412978	DISTR - RING & LIDS	063-003-5308-0000		461.58
CODY BUSENITZ	355	WWTP - ENTRANCE IRRIGATI…	063-002-5206-0000		154.39
CORE & MAIN LP	P498742	SEWER - MANHOLE RISERS	063-003-5308-0000		2,430.37
UNIFIRST CORPORATION	240 1042687	WWTP - WIPERS 18X18	063-002-5309-0000		22.60
AMAZON CAPITAL SERVICES	1PPQ-319P-L3PL	WWTP - COMMUNICATION P…	063-002-5307-0000		146.99
HAYNES EQUIPMENT INC	26578H	WWTP - SUBMERSABLE MIXER	063-002-7401-0000		9,145.00
FASTENAL COMPANY	KSELD114467	LIFT ST - WALNUT RIVER REPA…	063-003-5302-0000		76.08
ACE HARDWARE	K72562	WWTP - GALV NPLS/AIR COM…	063-002-5307-0000		28.15
CORE & MAIN LP	P544430	LIFT ST - MANHOLE RISERS (12)	063-003-5308-0000		942.84
WICHITA WINWATER WORKS …	248062 03	#631021 ORD#795 - 8X12X4 R…	063-000-0410-0000		503.90
BILL'S ELECTRIC, INC	I7008	WWTP - MIXER #2 & #3/FUSES,…	063-002-5207-0000		553.54
CENTRAL POWER SYSTEMS & …	R119007907 CM	WWTP - GENERATOR REPAIR …	063-002-5207-0000		-870.25
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	063-001-5301-0000		32.23
INTRUST CARD CENTER	INV0044031	PU1 - KDHE/PECK, BRENT W…	063-003-5211-0000		25.00
INTRUST CARD CENTER	INV0044031	PU1 - TOPEKA HOTEL/KWEA 2…	063-003-5211-0000		14.19
INTRUST CARD CENTER	INV0044033	PU3 - KDHE/VERGARA, MARIE…	063-002-5211-0000		25.00
INTRUST CARD CENTER	INV0044033	PU3 - KDHE/VERGARA, MARIE…	063-002-5211-0000		25.00
INTRUST CARD CENTER	INV0044033	PU3 - KDHE/RICHARD, JAMES…	063-002-5211-0000		25.00
INTRUST CARD CENTER	INV0044033	PU3 - UPS/SAMPLE TESTING 0…	063-002-5213-0000		65.83
INTRUST CARD CENTER	INV0044033	PU3 - WALMART/OFFICE & PA…	063-002-5301-0000		11.76

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0044033	PU3 - TRI CITY TOOLS/COMPR ...	063-002-5307-0000	19.33
INTRUST CARD CENTER	INV0044033	PU3 - WALMART/OFFICE & PA...	063-002-5310-0000	25.79
INTRUST CARD CENTER	INV0044034	JASON - KWIK SHOP/KWEA 20...	063-002-5211-0000	18.74
INTRUST CARD CENTER	INV0044034	JASON - DICKEYS/KWEA 2021 ...	063-002-5211-0000	33.79
INTRUST CARD CENTER	INV0044034	JASON - TOPEKA/KWEA 2021 ...	063-002-5211-0000	359.89
INTRUST CARD CENTER	INV0044034	JASON - TOPEKA/KWEA 2021 ...	063-002-5211-0000	344.82
INTRUST CARD CENTER	INV0044034	JASON - TOPEKA HOTEL/KWEA...	063-002-5211-0000	14.19
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT...	063-001-5201-0000	1.92
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT...	063-001-5213-0000	4.29
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING	063-001-5201-0000	53.69
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING POS...	063-001-5213-0000	286.23
ACCURATE ENVIRONMENTAL, ...	DI15006	WWTP - LAB SAMPLES	063-002-5201-0000	70.00
BILL'S ELECTRIC, INC	I7016	WWTP - REUSE WATER PUMP ...	063-002-5207-0000	569.38
NAPA AUTO PARTS OF EL DOR...	019809	WWTP - #66/OIL SEAL, TIRE SE...	063-002-5307-0000	39.59
ACCURATE ENVIRONMENTAL, ...	DI23044	WTP - SHIPPING & HANDLING ...	063-002-5213-0000	50.00
ACE HARDWARE	K72689	LIFT ST - WALNUT RIVER REPA...	063-003-5307-0000	19.96
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	063-001-5213-0000	126.90
USA BLUEBOOK	741828	WWTP - LAB TESTING SUPPLIES	063-002-5304-0000	144.35
ACCURATE ENVIRONMENTAL, ...	DI15005	WWTP - LAB TESTING, AMONIA	063-002-5201-0000	80.00
SUTHERLAND LUMBER TALLG...	143938	SEWER - 1600 W 2ND REPAIR	063-003-5308-0000	8.50
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION...	063-001-5201-0000	27.16
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION...	063-001-5201-0000	78.54
KANSAS ONE-CALL SYSTEM, INC	1090220	2021 SEPT LOCATES 225 @ $1....	063-003-5201-0000	90.00
TRUGREEN COMMERCIAL	148327077	WWTP - CHEMICAL APPLICATI...	063-002-5201-0000	173.00
USIC LOCATING SERVICES, LLC	466794	2021 SEPT USIC LOCATES	063-003-5201-0000	985.08
ACE HARDWARE	K72749	WWTP - OLD PLANT AIR COM...	063-002-5307-0000	35.57
ACE HARDWARE	K72752	WWTP - SHOP AIR COMPR RE...	063-002-5307-0000	6.08
LAMPTON WELDING SUPPLY	00649927	WWTP - 1YR LEASE ON CLY 12...	063-002-5210-0000	84.95
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	063-002-5201-0000	41.16
AT&T	3163224982 OCT 2021	ACT 3163224982 SERVICE FR...	063-002-5205-0000	623.95
ACE HARDWARE	272806	WWTP - GATOR WIRING/SHOP...	063-002-5310-0000	14.36
AT&T	251045281 OCT 2021	ACT 251045281 SERVICE FROM...	063-002-5205-0000	64.20
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL...	063-001-5201-0000	1.89
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL...	063-001-5213-0000	4.10
ACCURATE ENVIRONMENTAL, ...	DI22007	WWTP - LAB SAMPLE TESTING	063-002-5201-0000	280.00
SUTHERLAND LUMBER TALLG...	144032	WWTP - MULCH	063-002-5308-0000	16.99
SUTHERLAND LUMBER TALLG...	144034	WWTP - MULCH, 2CYCLE OIL	063-002-5303-0000	20.99
SUTHERLAND LUMBER TALLG...	144034	WWTP - MULCH, 2CYCLE OIL	063-002-5308-0000	50.97
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING	063-001-5201-0000	69.19
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING POSTA...	063-001-5213-0000	364.42
NAPA AUTO PARTS OF EL DOR...	020208	#66 - TRNSFR CASE BEARINGS,...	063-002-5307-0000	266.82
SUTHERLAND LUMBER TALLG...	144054	LIFT ST - WALNUT RIVER, CAU...	063-003-5307-0000	18.48
PACE ANALYTICAL SERVICES, L...	2160142869	WWTP - 3RD QTR BIO-SOLIDS	063-002-5201-0000	613.00
SUTHERLAND LUMBER TALLG...	144070	SEWER - REPAIRS CONCRETE M...	063-003-5308-0000	17.00

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
EVERGY	2526367502 SEPT 2021	105 W WETLANDS DR SVC 9/1…	063-002-5205-0000	13,093.29
VERIZON WIRELESS	9890424049	ACT	063-002-5205-0000	16.07
VERIZON WIRELESS	9890436645	METER READER	063-001-5205-0000	36.05
VERIZON WIRELESS	9890436645	METER READER	063-001-5205-0000	36.05
VERIZON WIRELESS	9890436645	PUBLIC UTILITIES	063-001-5205-0000	19.74
VERIZON WIRELESS	9890436645	PUBLIC UTILITIES	063-001-5205-0000	19.74
VERIZON WIRELESS	9890436645	WWTP INTERNET MODEM	063-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	MC COLLUM TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	WTP TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	PUBLIC UTILITIES	063-002-5205-0000	49.98
VERIZON WIRELESS	9890436645	INDUSTRIAL TELEMERY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	6TH STREEET TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9890436645	WWTP SCADA DIALER	063-002-5205-0000	40.01
AMAZON CAPITAL SERVICES	11CP-F1XY-LNJP	WWTP - COFFEE PODS	063-002-5310-0000	25.18
ACE HARDWARE	K72912	WWTP - BATTERIES	063-002-5310-0000	29.97
NAPA AUTO PARTS OF EL DOR…	020313	#8402 - TIRE REPAIR	063-003-5307-0000	14.49
EVERGY	6645301244 OCT 2021	1550 S HIGH ST DISIN SVC 9/1…	063-002-5205-0000	1,859.49
HACH COMPANY	12689403	WWTP - FIELD TESTING PH PR…	063-002-5304-0000	802.16
CORE & MAIN LP	P649977	SEWER - MANHOLE CONSEAL	063-003-5308-0000	415.12
DOONAN TRUCK & EQUIPMEN…	WB16012	#6335 3 AXLE ALIGNMENT	063-003-5207-0000	739.86
HACH COMPANY	12694141	WWTP - LAB SUPPLIES	063-002-5304-0000	103.67
BILL'S ELECTRIC, INC	I7032	WWTP - ELECTRICAL WORK F…	063-002-5207-0000	218.41
HACH COMPANY	12697934	WWTP - LAB SUPPLIES	063-002-5304-0000	116.25
BILL'S ELECTRIC, INC	I7034	LIFT ST - 8TH ST/COOLING UNI…	063-003-5307-0000	532.10
BILL'S ELECTRIC, INC	I7035	LIFT ST - VINTAGE/REPLACE C…	063-003-5307-0000	485.30
NAPA AUTO PARTS OF EL DOR…	020490	WWTP - TIRE SEAL	063-002-5307-0000	43.47
NAPA AUTO PARTS OF EL DOR…	020499	WWTP - ANTIFREEZE	063-002-5303-0000	24.58
ALTERNATIVE ELECTRIC, LLC	834	LIFT ST - COLLEGE ACRES REPA…	063-003-5207-0000	1,960.00
KANSAS GAS SERVICE	510264198 1003301 64 OCT 2…	112 E 8TH AVE	063-002-5205-0000	37.34
EVERGY	0315639966 OCT 2021	105 W WETLANDS DR GATE S…	063-002-5205-0000	27.16
SUTHERLAND LUMBER TALLG…	144246	SEWER - 318 N EMPORIA REPA…	063-003-5308-0000	14.97
EVERGY	1757173444 OCT 2021	2512 KACY CT SWRLF SVC 9/21…	063-003-5205-0000	26.36
EVERGY	2297197769 OCT 2021	1275 SW TRAFFIC WAY SWRLF…	063-003-5205-0000	33.44
EVERGY	3064311210 OCT 2021	1362 GLENVIEW DR SWRLF SV…	063-003-5205-0000	45.82
EVERGY	3082990620 OCT 2021	3098 W CENTRAL AVE SWR 5 …	063-003-5205-0000	26.73
EVERGY	3124170175 OCT 2021	791 STONE RD SWRLF SVC 9/2…	063-003-5205-0000	335.54
EVERGY	3187535774 OCT 2021	150 3 8TH AVE SWRLF SVC 9/2…	063-003-5205-0000	518.41
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	063-001-5201-0000	1.92
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	063-001-5213-0000	4.29
EVERGY	6047077383 OCT 2021	2551 PIONEER RD SVC 9/21/2…	063-003-5205-0000	29.42
EVERGY	8428490544 OCT 2021	905 SE RIVER SEWER SVC 9/21…	063-003-5205-0000	46.49
EVERGY	8610708791 OCT 2021	1634 E 12TH AVE SVC 9/21/20…	063-003-5205-0000	88.41
ACCURATE ENVIRONMENTAL, …	DJ07024	WWTP - NPDES SAMPLES	063-002-5201-0000	280.00
ACE HARDWARE	K73049	SEWER - MAN HOLE SCREWS	063-003-5308-0000	9.99

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
EVERGY	3185905492 OCT 2021	1460 W 6TH AVE SEWER SVC 9…	063-003-5205-0000		30.68
ACCURATE ENVIRONMENTAL, …	DJ12019	WWTP - STORMWATER SAMP…	063-002-5201-0000		580.00
EVERGY	4497626547 OCT 2021	3180 W TOWANDA AVE SVC 9…	063-003-5205-0000		170.93
ACCURATE ENVIRONMENTAL, …	DJ14008	WWTP - STORMWATER SAMP…	063-002-5201-0000		580.00
TYLER TECHNOLOGIES, INC	025-354551	MONTHLY FEE TO SUPPORT &…	063-001-5201-0000		99.00
				Fund 063 - SEWER FUND Total:	**44,370.42**
Fund: 066 - REFUSE FUND					
DOONAN TRUCK & EQUIPMEN…	2XJ144409	CREDIT FOR INVOICE WC85538	066-001-5207-0000		-3,293.29
DOONAN TRUCK & EQUIPMEN…	WP423341	#57 FUEL SHUTOFF VALVE	066-001-5307-0000		679.67
DOONAN TRUCK & EQUIPMEN…	WP424379	#57 HUMIDITY SENSOR	066-001-5307-0000		393.56
DOONAN TRUCK & EQUIPMEN…	WP424447	#57 DUST SHIELD KIT	066-001-5307-0000		62.54
DOONAN TRUCK & EQUIPMEN…	WP426134	#57 THERMOSTAT	066-001-5307-0000		72.41
DOONAN TRUCK & EQUIPMEN…	WP426579	#57 COLLANT LEVEL SENSOR	066-001-5307-0000		65.38
FLEET FUELS, LLC	57038	10/14 CH DELO	066-001-5303-0000		287.84
FLEETPRIDE	79428323	#76 NEW DELCO	066-001-5307-0000		-369.00
NORRIS SERVICE CENTER	16893	#53 LEAK REPAIRED	066-001-5207-0000		744.15
KEY EQUIPMENT & SUPPLY CO	264731	VALVE HANDLE BRACKET	066-001-5307-0000		50.96
FLEETPRIDE	81413296	#53 PARK CONTROL VALVE, D…	066-001-5307-0000		184.33
NORRIS SERVICE CENTER	16914	#78 AIR SYSTEM, BRAKE POT …	066-001-5207-0000		382.80
INTRUST CARD CENTER	INV0044003	DURACOATING: DEGREASER	066-001-5304-0000		149.80
INTRUST CARD CENTER	INV0044003	DURACOATING: CAR WASH S…	066-001-5304-0000		447.95
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	066-001-5301-0000		32.23
DOWNING SALES & SERVICE, I…	071445	TURNBUCKLE	066-001-5307-0000		270.97
KEY EQUIPMENT & SUPPLY CO	162483	JOYSTICK	066-001-5307-0000		1,369.39
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT…	066-001-5201-0000		1.80
PEREGRINE CORPORATION	446697	SEPTEMBER 20TH STATEMENT…	066-001-5213-0000		4.03
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING	066-001-5201-0000		50.43
PEREGRINE CORPORATION	446816	SEPTEMBER 20TH BILLING POS…	066-001-5213-0000		268.88
FLEETPRIDE	82476790	#57 OT AIR DISC BRAKE PADS	066-001-5307-0000		137.56
ACE HARDWARE	K72642	ROD ROUND	066-001-5310-0000		7.18
T & D TIRE AND AUTO REPAIR	19458	#72 2 DISMOUNT AND MOUNT	066-001-5207-0000		60.00
NORRIS SERVICE CENTER	19449	#72 ADJUST BRAKES	066-001-5207-0000		172.80
FLEETPRIDE	82728052	#53 AY-ASA SLACK	066-001-5307-0000		194.38
PITNEY BOWES INC	3314420612	RENTAL 8/2/2021-11/1/2021	066-001-5213-0000		126.90
T & D TIRE AND AUTO REPAIR	19481	#23 USED 22.5	066-001-5207-0000		150.00
AMAZON CAPITAL SERVICES	1P7P-DGNT-RR3X	SPARK PLUG KIT	066-001-5307-0000		450.00
BUMPER TO BUMPER OF EL D…	865222	#53 WIPER BLADE	066-001-5307-0000		15.16
TRUCK CENTER COMPANIES	XA103029965-01	MOTOR	066-001-5307-0000		70.59
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION…	066-001-5201-0000		73.78
TYLER TECHNOLOGIES, INC	025352380	UTILITY BILLING NOTIFICATION…	066-001-5201-0000		25.51
BUTLER COUNTY LANDFILL	9/30/2021	SEPTEMBER 2021 ROLL OFF A…	066-001-5201-0000		33,032.64
VERIZON CONNECT FLEET USA …	346000021176	SEPT 2021 VEHICLE TRACKING …	066-001-5205-0000		386.73
KANSAS GAS SERVICE	510264198 1615244 36 SEPT …	ACT 510264198 1615244 36 S…	066-001-5205-0000		10.59

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES	1TF1-WK1Y-HQWY	DEWALT CIRCULAR SAW, RECIP…	066-001-5302-0000	448.88
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL…	066-001-5201-0000	1.78
PEREGRINE CORPORATION	448617	OCTOBER 5TH STATEMENT BIL…	066-001-5213-0000	3.86
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING	066-001-5201-0000	65.00
PEREGRINE CORPORATION	448876	OCTOBER 5TH BILLING POSTA…	066-001-5213-0000	342.33
FLEET FUELS, LLC	58583	BULK CH 1000 THF	066-001-5303-0000	2,188.80
FLEETPRIDE	83510762	#76 FITTING, MED PRESSURE …	066-001-5307-0000	43.34
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	222 E 2ND AVE	066-001-5205-0000	35.39
MAX'S BREATHE EASY GASES &…	76253	INWELD ROD BOX 1/8	066-001-5310-0000	20.50
ENCORE ENERGY SERVICES, IN…	0044457-0	222 E 2ND AVE PUBLIC WORKS…	066-001-5205-0000	2.31
BUMPER TO BUMPER OF EL D…	866151	#76 RELAY	066-001-5307-0000	9.82
DOONAN TRUCK & EQUIPMEN…	WP434291	#57 FILLER CAP	066-001-5307-0000	9.33
BUMPER TO BUMPER OF EL D…	866225	#72 TOGGLE SWTICH, PIGTAIL…	066-001-5307-0000	16.89
WELLS DESIGNS, INC. & F5 IM…	2687	WORK SHIRTS AND HOODIES	066-001-5305-0000	2,806.75
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	066-001-5201-0000	1.80
PEREGRINE CORPORATION	450527	OCTOBER 20 STATEMENT BILL…	066-001-5213-0000	4.03
EVERGY	6598910015 OCT 2021	222 E 2ND AVE SVC 9/21/2021…	066-001-5205-0000	467.10
EVERGY	7949843848 OCT 2021	222 E LOCUST AVE SVC 9/21/2…	066-001-5205-0000	22.34
TYLER TECHNOLOGIES, INC	025-354551	MONTHLY FEE TO SUPPORT &…	066-001-5201-0000	93.00
			Fund 066 - REFUSE FUND Total:	**43,353.90**
Fund: 069 - COMPRESSED NATURAL GAS STATION FUND				
KANSAS GAS SERVICE	510469962 1492273 82 SEPT …	222 1/2 E END AVE	069-001-5205-0000	373.36
ENCORE ENERGY SERVICES, IN…	0044457-0	222 E 2ND AVE CNG FUEL STAT…	069-001-5205-0000	1,462.07
			Fund 069 - COMPRESSED NATURAL GAS STATION FUND Total:	**1,835.43**
Fund: 072 - DATA PROCESSING FUND				
BALTIC NETWORKS USA	1000239916	IT- 1HR UBIQUITI CONSULTING	072-019-5201-0000	195.00
BYTESPEED, LLC	INV0151651	COMM- NEW COMM A/V PC	072-019-5315-0000	1,215.00
AMAZON CAPITAL SERVICES	13QW-W6WV-9G9W	IT- EXTRA HEADPHONES	072-019-5316-0000	29.85
INTRUST CARD CENTER	INV0044002	AVTECH: IT-SERVER ROOM M…	072-019-5201-0000	99.95
INTRUST CARD CENTER	INV0044004	SOUTHWEST FLIGHT CANCELL…	072-001-5211-0000	-653.96
INTRUST CARD CENTER	INV0044004	TRAINING MATERIALS STRONG…	072-001-5211-0000	545.00
INTRUST CARD CENTER	INV0044004	CLASS/TRAINING/DAVID TODA…	072-001-5211-0000	39.46
INTRUST CARD CENTER	INV0044004	CLASS FOR DAVID - COMMUNI…	072-001-5211-0000	25.00
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 9/7/21	072-001-5211-0000	18.29
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 8/30/21	072-001-5211-0000	14.98
INTRUST CARD CENTER	INV0044004	LUNCH WITH MAYOR 8/31/21	072-001-5211-0000	14.84
INTRUST CARD CENTER	INV0044005	ALL EMPLOYEE MEETING	072-001-5211-0000	50.85
INTRUST CARD CENTER	INV0044005	ALL EMPLOYEE MEETING	072-001-5213-0000	54.00
INTRUST CARD CENTER	INV0044005	ALL EMPLOYEE MEETING	072-001-5213-0000	46.50
INTRUST CARD CENTER	INV0044005	150 FEST FLOAT SUPPLIES/LYS…	072-001-5213-0000	47.96
INTRUST CARD CENTER	INV0044006	ALL EMPLOYEE MEETING	072-001-5211-0000	36.23
INTRUST CARD CENTER	INV0044007	TRAINING LUNCH	072-001-5211-0000	22.35
INTRUST CARD CENTER	INV0044023	MILDRED'S/FINANCE TRAININ…	072-001-5211-0000	15.10

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0044023	KSGFOA CONFERENCE-ALYSSA	072-001-5211-0000	225.00
INTRUST CARD CENTER	INV0044023	LOEWS HOTEL GARAGE/FINA…	072-001-5211-0000	22.00
INTRUST CARD CENTER	INV0044023	LOEWS HOTEL GARAGE/FINA…	072-001-5211-0000	22.00
INTRUST CARD CENTER	INV0044023	SUBWAY/ALYSSA'S ACCOUNTI…	072-001-5211-0000	12.15
INTRUST CARD CENTER	INV0044023	ALYSSA'S REFUND FOR OCTOB…	072-001-5211-0000	-225.00
INTRUST CARD CENTER	INV0044023	ADJ. FOR COURTYARD ON 8/2…	072-001-5211-0000	0.82
INTRUST CARD CENTER	INV0044023	MCDONALD'S/ALYSSA'S ACCO…	072-001-5211-0000	8.40
INTRUST CARD CENTER	INV0044023	MERC COOP/ALYSSA'S ACCOU…	072-001-5211-0000	9.02
INTRUST CARD CENTER	INV0044023	WALMART/COPY PAPER	072-001-5301-0000	32.23
INTRUST CARD CENTER	INV0044023	WALMART/REG. PENCILS/PEN…	072-001-5301-0000	11.88
INTRUST CARD CENTER	INV0044023	COFFEE FILTER	072-001-5310-0000	5.24
IIMC	INV0044110	ANNUAL MEMBERSHIP FEE & …	072-001-5211-0000	200.00
AMAZON CAPITAL SERVICES	1KHJ-7XVM-DVM3	COMM- A/V ADAPTERS FOR N…	072-019-5315-0000	33.96
AMAZON CAPITAL SERVICES	17LG-LRLG-3DVW	IT- HEATSINK THERMAL PASTE	072-019-5316-0000	11.99
OFFICE DEPOT	188181783001	MARKER BOARD RETURNED-F…	072-001-5315-0000	-81.93
GALAXIE BUSINESS EQUIPMEN…	128936	PD- VMWARE MAINT RENEWAL	072-019-5201-0000	1,156.00
AMAZON CAPITAL SERVICES	13QL-FL7F-3QPX	LEXSMARK DRUM	072-001-5310-0000	54.00
OPENTEXT INC.	2110861891	ACCT 861891 SERVICE 9/1/22…	072-001-5205-0000	22.15
EMPAC, INC.	11232	4TH QTR 2021 EAP SERVICES	072-001-5201-0000	90.55
VELOCITY	3439700 OCT 2021	ACT 3439700 SERVICE FROM 1…	072-019-5201-0000	10.00
VELOCITY	3439701 OCT 2021	ACT 3439701 SERVICE FROM 1…	072-019-5201-0000	10.00
VELOCITY	3439702 OCT 2021	ACT 3439702 SERVICE FROM 1…	072-019-5201-0000	10.00
EL DORADO ROTARY CLUB	INV0044111	4TH QTR 2021 MEAL PLAN & …	072-001-5211-0000	115.00
VERIZON WIRELESS	9890436645	JET PACK #2	072-001-5205-0000	40.01
VERIZON WIRELESS	9890436645	JET PACK #5	072-001-5205-0000	40.01
VERIZON WIRELESS	9890436645	JET PACK #1	072-001-5205-0000	40.01
VERIZON WIRELESS	9890436645	JET PACK #3	072-001-5205-0000	40.01
VERIZON WIRELESS	9890436645	JET PACK #4	072-001-5205-0000	40.01
IMAGEQUEST	IN3032299	ADMIN PRINTER	072-001-5210-0000	82.31
U.S. BANK EQUIPMENT FINAN…	456232255	ADMIN PRINTER 10/16/2021-…	072-001-5210-0000	65.99
			Fund 072 - DATA PROCESSING FUND Total:	**3,920.21**
			Grand Total:	**1,272,379.15**

Report Summary

Fund Summary

Fund		Expense Amount	Payment Amount
001 - GENERAL FUND		168,384.46	120,427.34
002 - EQUIPMENT RESERVE FUND		165,388.85	165,388.85
003 - AIRPORT FUND		812.34	202.38
004 - FAMILY LIFE CENTER GRANT FUND		18,700.36	18,700.36
005 - EL DORADO SENIOR CENTER FUND		3,411.23	2,652.88
007 - MAJOR STREET FUND		22,749.81	22,078.58
009 - STORMWATER FUND		920.47	920.47
011 - BRADFORD MEMORIAL LIBRARY		17,941.84	15,763.96
014 - INDUSTRIAL MILL LEVY FUND		1,238.00	1,238.00
015 - LIBRARY CAPITAL IMPROVMNT FUND		20,235.00	20,235.00
016 - SPECIAL PARKS & RECREATION FUND		3,550.00	3,550.00
018 - SELF INSURANCE RESERVE FUND		12,455.83	6,035.93
019 - COMMUNITY DEVELOPMENT DISTRICT		16,182.87	8,526.80
022 - LAW ENFORCEMENT TRUST FUND		1,200.00	1,200.00
024 - TOURISM TAX FUND		23,417.92	21,151.42
027 - EXPENDABLE TRUST FUND		6,046.41	6,046.41
030 - CONSTRUCTION FUND		515,633.43	493,251.19
031 - BUILDING DEMOLITION		3,473.82	3,473.82
060 - WATER FUND		177,156.55	121,592.78
063 - SEWER FUND		44,370.42	40,763.27
066 - REFUSE FUND		43,353.90	42,765.63
069 - COMPRESSED NATURAL GAS STATION FUND		1,835.43	1,835.43
072 - DATA PROCESSING FUND		3,920.21	3,936.15
	Grand Total:	**1,272,379.15**	**1,121,736.65**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-1014-0000	JUDICIAL EDUCATION FEES	140.00	140.00
001-000-1016-0000	COMMUNITY CORRECTIO…	365.99	365.99
001-000-1017-0000	RESTITUTIONS PAYABLE	1,432.20	1,432.20
001-000-1018-0000	LAW ENFORCEMENT TRA…	3,210.55	3,210.55
001-000-1019-0000	REINSTATEMENT FEES	122.00	122.00
001-000-1021-0000	SEATBELT SAFETY FUND	60.00	60.00
001-000-4620-0000	PARK RENTAL FEES	25.00	25.00
001-011-5201-0000	PROFESSIONAL SERVICES	23,239.50	15,419.50
001-011-5205-0000	UTILITIES	1,704.87	1,073.37
001-011-5210-0000	RENTALS	185.39	102.89
001-011-5211-0000	TRAVL,TRAIN,MEMBERSH…	224.03	224.03
001-011-5212-0000	PUBLICATION AND PRINT…	158.11	158.11
001-011-5213-0000	OTHER CHARGES	8,143.40	643.40

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-011-5301-0000	OFFICE SUPPLIES	32.23	32.23
001-011-5305-0000	CLOTHING	88.00	88.00
001-011-5306-0000	MAINT &REPAIR-BLDGS&...	369.20	369.20
001-012-5201-0000	PROFESSIONAL SERVICES	3,708.39	128.39
001-012-5205-0000	UTILITIES	31,752.66	15,120.80
001-012-5210-0000	RENTALS	233.00	233.00
001-012-5212-0000	PUBLICATION AND PRINT...	38.00	38.00
001-012-5213-0000	OTHER CHARGES	416.13	72.22
001-012-5301-0000	OFFICE SUPPLIES	28.65	28.65
001-013-5201-0000	PROFESSIONAL SERVICES	15,094.95	14,694.95
001-013-5210-0000	RENTALS	116.50	116.50
001-013-5301-0000	OFFICE SUPPLIES	76.54	76.54
001-013-5311-0000	PRISONER CARE	3,115.00	3,115.00
001-014-5201-0000	PROFESSIONAL SERVICES	4,267.00	4,267.00
001-014-5207-0000	MAINTENANCE AND REPA...	15.00	15.00
001-014-5310-0000	GENERAL SUPPLIES	345.03	345.03
001-021-5201-0000	PROFESSIONAL SERVICES	1,287.56	1,287.56
001-021-5205-0000	UTILITIES	2,602.05	1,354.91
001-021-5207-0000	MAINTENANCE AND REPA...	101.95	101.95
001-021-5210-0000	RENTALS	116.50	116.50
001-021-5211-0000	TRAVL,TRAIN,MEMBERSH...	156.42	156.42
001-021-5212-0000	PUBLICATION AND PRINT...	295.10	295.10
001-021-5213-0000	OTHER CHARGES	190.46	190.46
001-021-5301-0000	OFFICE SUPPLIES	412.07	412.07
001-021-5303-0000	MOTOR FUELS AND LUBR...	43.23	43.23
001-021-5305-0000	CLOTHING	4,548.86	2,040.07
001-021-5306-0000	MAINT &REPAIR-BLDGS&...	2.35	2.35
001-021-5307-0000	MAINTENANCE AND REPA...	7,098.56	7,098.56
001-021-5308-0000	MAINT & REPAIR-OTHER ...	170.00	170.00
001-021-5310-0000	GENERAL SUPPLIES	506.95	506.95
001-021-5312-0000	SAFETY MATERIALS AND ...	85.30	85.30
001-023-5201-0000	PROFESSIONAL SERVICES	1,709.94	1,709.94
001-023-5205-0000	UTILITIES	2,352.45	1,201.20
001-023-5206-0000	MAINT & REPAIR-BLDGS &..	545.00	545.00
001-023-5207-0000	MAINTENANCE AND REPA...	2,961.50	2,961.50
001-023-5210-0000	RENTALS	278.00	278.00
001-023-5211-0000	TRAVL,TRAIN,MEMBERSH...	2,310.22	1,291.07
001-023-5212-0000	PUBLICATION AND PRINT...	59.00	59.00
001-023-5213-0000	OTHER CHARGES	42.30	42.30
001-023-5301-0000	OFFICE SUPPLIES	112.60	112.60
001-023-5302-0000	SMALL TOOLS	241.44	241.44
001-023-5305-0000	CLOTHING	1,009.94	1,009.94

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-023-5306-0000	MAINT &REPAIR-BLDGS&…	43.44	43.44
001-023-5307-0000	MAINTENANCE AND REPA…	578.88	578.88
001-023-5309-0000	JANITORIAL & HOUSEHOL…	165.00	165.00
001-023-5310-0000	GENERAL SUPPLIES	423.66	423.66
001-023-5312-0000	SAFETY MATERIALS AND …	276.85	276.85
001-023-7506-0000	LEASE PURCHASE PRINCI…	9,866.57	9,866.57
001-023-7516-0000	LEASE PURCHASE INTERE…	872.12	872.12
001-033-5205-0000	UTILITIES	1,569.71	1,065.83
001-033-5207-0000	MAINTENANCE AND REPA…	1,307.15	1,307.15
001-033-5210-0000	RENTALS	129.33	129.33
001-033-5213-0000	OTHER CHARGES	278.34	278.34
001-033-5302-0000	SMALL TOOLS	277.47	277.47
001-033-5305-0000	CLOTHING	42.96	0.00
001-033-5306-0000	MAINT &REPAIR-BLDGS&…	132.92	112.25
001-033-5307-0000	MAINTENANCE AND REPA…	1,646.10	1,013.47
001-033-5308-0000	MAINT & REPAIR-OTHER …	170.49	170.49
001-033-5310-0000	GENERAL SUPPLIES	663.89	634.36
001-033-5315-0000	NON-CAPITALIZED ASSETS	3,048.41	3,048.41
001-041-5201-0000	PROFESSIONAL SERVICES	177.63	177.63
001-041-5205-0000	UTILITIES	518.49	317.42
001-041-5301-0000	OFFICE SUPPLIES	14.29	14.29
001-041-5310-0000	GENERAL SUPPLIES	204.28	204.28
001-042-5205-0000	UTILITIES	269.95	49.98
001-042-5207-0000	MAINTENANCE AND REPA…	258.99	258.99
001-042-5210-0000	RENTALS	49.00	49.00
001-042-5213-0000	OTHER CHARGES	231.00	189.00
001-042-5301-0000	OFFICE SUPPLIES	32.23	32.23
001-042-5307-0000	MAINTENANCE AND REPA…	296.98	57.98
001-042-5308-0000	MAINT & REPAIR-OTHER …	734.58	734.58
001-042-5310-0000	GENERAL SUPPLIES	145.94	70.95
001-051-5201-0000	PROFESSIONAL SERVICES	98.78	98.78
001-051-5205-0000	UTILITIES	4,068.78	1,583.89
001-051-5206-0000	MAINT & REPAIR-BLDGS &..	400.00	400.00
001-051-5210-0000	RENTALS	1,387.80	1,387.80
001-051-5211-0000	TRAVL,TRAIN,MEMBERSH…	309.20	309.20
001-051-5301-0000	OFFICE SUPPLIES	32.23	32.23
001-051-5302-0000	SMALL TOOLS	81.63	47.49
001-051-5304-0000	CHEMICALS / LAB SUPPLI…	1,522.70	1,522.70
001-051-5306-0000	MAINT &REPAIR-BLDGS&…	181.07	156.70
001-051-5308-0000	MAINT & REPAIR-OTHER …	1,179.31	766.88
001-051-5309-0000	JANITORIAL & HOUSEHOL…	607.20	607.20
001-051-5310-0000	GENERAL SUPPLIES	387.04	387.04

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-051-5315-0000	NON-CAPITALIZED ASSETS	3,048.41	3,048.41
001-051-5327-0000	CONCESSION SUPPLIES	89.82	89.82
001-051-5330-0000	T-SHIRTS & AWARDS	2,205.72	2,205.72
001-051-5331-0000	ATHLETIC SUPPLIES	222.68	222.68
001-052-5205-0000	UTILITIES	124.94	46.45
001-052-5306-0000	MAINT &REPAIR-BLDGS&...	41.95	41.95
001-052-5310-0000	GENERAL SUPPLIES	21.48	21.48
002-001-7401-0000	MACHINERY & AUTOMOT...	165,388.85	165,388.85
003-011-5205-0000	UTILITIES	763.39	153.43
003-011-5306-0000	MAINT &REPAIR-BLDGS&...	47.36	47.36
003-011-5310-0000	GENERAL SUPPLIES	1.59	1.59
004-028-5213-0000	OTHER CHARGES	18,700.36	18,700.36
005-011-5205-0000	UTILITIES	957.04	198.69
005-011-5210-0000	RENTALS	110.00	110.00
005-011-5309-0000	JANITORIAL & HOUSEHOL...	496.55	496.55
005-011-5310-0000	GENERAL SUPPLIES	353.74	353.74
005-011-5315-0000	NON-CAPITALIZED ASSETS	1,493.90	1,493.90
007-034-5201-0000	PROFESSIONAL SERVICES	345.18	345.18
007-034-5205-0000	UTILITIES	1,547.40	876.17
007-034-5207-0000	MAINTENANCE AND REPA...	2,669.97	2,669.97
007-034-5210-0000	RENTALS	854.00	854.00
007-034-5213-0000	OTHER CHARGES	117.60	117.60
007-034-5301-0000	OFFICE SUPPLIES	28.65	28.65
007-034-5302-0000	SMALL TOOLS	92.06	92.06
007-034-5303-0000	MOTOR FUELS AND LUBR...	1,037.52	1,037.52
007-034-5304-0000	CHEMICALS / LAB SUPPLI...	139.00	139.00
007-034-5305-0000	CLOTHING	2,857.57	2,857.57
007-034-5307-0000	MAINTENANCE AND REPA...	3,128.55	3,128.55
007-034-5308-0000	MAINT & REPAIR-OTHER ...	8,194.30	8,194.30
007-034-5310-0000	GENERAL SUPPLIES	569.23	569.23
007-034-5312-0000	SAFETY MATERIALS AND ...	127.78	127.78
007-034-5325-0000	TRAFFIC SIGNS,SIGNALS,...	1,041.00	1,041.00
009-011-5201-0000	PROFESSIONAL SERVICES	656.74	656.74
009-011-5308-0000	MAINT & REPAIR-OTHER ...	197.13	197.13
009-011-5310-0000	GENERAL SUPPLIES	66.60	66.60
011-011-5201-0000	PROFESSIONAL SERVICES	8,954.76	8,954.76
011-011-5205-0000	UTILITIES	1,394.57	443.84
011-011-5210-0000	RENTALS	293.54	146.77
011-011-5211-0000	TRAVL,TRAIN,MEMBERSH...	47.60	47.60
011-011-5212-0000	PUBLICATION AND PRINT...	355.16	316.00
011-011-5213-0000	OTHER CHARGES	92.69	92.69
011-011-5301-0000	OFFICE SUPPLIES	145.37	44.76

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
011-011-5307-0000	MAINTENANCE AND REPA…	12.25	0.00
011-011-5310-0000	GENERAL SUPPLIES	110.85	87.48
011-011-5313-0000	PRINT MATERIALS	4,132.83	3,648.16
011-011-5318-0000	AUDIOVISUAL MATERIALS	847.78	531.90
011-011-5321-0000	MEMORIALS - BOOKS, ETC	872.33	792.03
011-011-5323-0000	PROGRAM EXPENSES - A…	15.91	15.91
011-011-5324-0000	PROGRAM EXPENSES - CH…	282.38	278.16
011-011-5326-0000	LIBRARY PROCESSING CH…	383.82	363.90
014-061-5201-0000	PROFESSIONAL SERVICES	1,200.00	1,200.00
014-061-5212-0000	PUBLICATION AND PRINT…	38.00	38.00
015-011-7403-0000	BUILDINGS	20,235.00	20,235.00
016-051-5315-0000	NON-CAPITALIZED ASSETS	3,550.00	3,550.00
018-011-5201-0000	PROFESSIONAL SERVICES	4,667.03	2,933.93
018-011-5213-0000	OTHER CHARGES	1,575.00	0.00
018-011-5401-0000	YMCA CITY CONTRIBUTION	6,213.80	3,102.00
019-011-5213-0000	OTHER CHARGES	16,182.87	8,526.80
022-011-5213-0000	OTHER CHARGES	1,200.00	1,200.00
024-011-5201-0000	PROFESSIONAL SERVICES	533.00	533.00
024-011-5204-0000	INSURANCE & BONDS	1,008.00	1,008.00
024-011-5205-0000	UTILITIES	99.97	99.97
024-011-5210-0000	RENTALS	37.08	20.58
024-011-5211-0000	TRAVL,TRAIN,MEMBERSH…	3,263.08	3,263.08
024-011-5212-0000	PUBLICATION AND PRINT…	3,056.00	3,056.00
024-011-5213-0000	OTHER CHARGES	15,388.56	13,138.56
024-011-5301-0000	OFFICE SUPPLIES	32.23	32.23
027-129-5310-0000	GENERAL SUPPLIES	544.26	544.26
027-134-5212-0000	PUBLICATION AND PRINT…	152.15	152.15
027-142-7404-0000	OTHER IMPROVEMENTS	550.00	550.00
027-143-5206-0000	MAINT & REPAIR-BLDGS &..	4,800.00	4,800.00
030-011-5201-0569	PROFESSIONAL SERVICES	11,205.50	0.00
030-011-5201-0570	PROFESSIONAL SERVICES	4,144.50	0.00
030-011-5201-0584	PROFESSIONAL SERVICES	1,324.60	1,324.60
030-011-5201-0585	PROFESSIONAL SERVICES	5,243.80	5,243.80
030-011-5201-0586	PROFESSIONAL SERVICES	25,284.50	25,284.50
030-011-5201-0590	PROFESSIONAL SERVICES	4,678.40	4,678.40
030-011-5201-0594	PROFESSIONAL SERVICES	3,450.00	0.00
030-011-5202-0582	PAYMENTS TO CONTRAC…	414,789.79	414,789.79
030-011-5202-0588	PAYMENTS TO CONTRAC…	41,400.00	41,400.00
030-011-5212-0533	PUBLICATION AND PRINT…	146.20	146.20
030-011-5212-0584	PUBLICATION AND PRINT…	178.50	178.50
030-011-5212-0585	PUBLICATION AND PRINT…	177.65	177.65
030-011-5308-0576	MAINT & REPAIR-OTHER …	27.75	27.75

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
030-011-7401-0576	MACHINERY & AUTOMOT...	3,582.24	0.00
031-027-5212-0000	PUBLICATION AND PRINT...	59.00	59.00
031-027-5213-0000	OTHER CHARGES	414.82	414.82
031-027-7405-0000	LAND	3,000.00	3,000.00
060-000-0410-0000	INVENTORY	44,002.91	43,815.15
060-000-1067-0000	WATER PROTECTION FEE	21,811.05	0.00
060-000-1198-0000	HOLLYFRONTIER ELECTRIC...	8,473.80	8,473.80
060-001-5201-0000	PROFESSIONAL SERVICES	305.06	194.96
060-001-5203-0000	BANK SERVICE CHARGES	5,202.32	5,202.32
060-001-5205-0000	UTILITIES	570.04	39.20
060-001-5209-0000	TAX PAYMENT	20,447.86	0.00
060-001-5211-0000	TRAVL,TRAIN,MEMBERSH...	347.64	347.64
060-001-5213-0000	OTHER CHARGES	892.82	888.14
060-001-5301-0000	OFFICE SUPPLIES	32.23	32.23
060-001-5315-0000	NON-CAPITALIZED ASSETS	700.00	700.00
060-002-5201-0000	PROFESSIONAL SERVICES	2,367.16	2,367.16
060-002-5205-0000	UTILITIES	13,771.64	11,710.22
060-002-5207-0000	MAINTENANCE AND REPA...	3,207.75	2,089.01
060-002-5208-0000	MAINT & REPAIR-OTHER ...	634.00	634.00
060-002-5210-0000	RENTALS	30.00	30.00
060-002-5211-0000	TRAVL,TRAIN,MEMBERSH...	66.43	66.43
060-002-5212-0000	PUBLICATION AND PRINT...	108.00	83.00
060-002-5213-0000	OTHER CHARGES	120.64	87.44
060-002-5301-0000	OFFICE SUPPLIES	24.06	24.06
060-002-5302-0000	SMALL TOOLS	252.98	252.98
060-002-5304-0000	CHEMICALS / LAB SUPPLI...	1,273.83	1,273.83
060-002-5305-0000	CLOTHING	234.63	234.63
060-002-5307-0000	MAINTENANCE AND REPA...	2,177.00	2,127.16
060-002-5308-0000	MAINT & REPAIR-OTHER ...	6,535.03	2,227.78
060-002-5309-0000	JANITORIAL & HOUSEHOL...	173.25	173.25
060-002-5312-0000	SAFETY MATERIALS AND ...	33.84	33.84
060-002-5315-0000	NON-CAPITALIZED ASSETS	17,888.65	17,888.65
060-002-7401-0000	MACHINERY & AUTOMOT...	7,620.00	7,620.00
060-003-5201-0000	PROFESSIONAL SERVICES	2,212.85	2,212.85
060-003-5205-0000	UTILITIES	1,287.08	585.86
060-003-5206-0000	MAINT & REPAIR-BLDGS &..	6.99	0.00
060-003-5207-0000	MAINTENANCE AND REPA...	608.38	608.38
060-003-5208-0000	MAINT & REPAIR-OTHER ...	2,800.00	0.00
060-003-5211-0000	TRAVL,TRAIN,MEMBERSH...	510.67	510.67
060-003-5213-0000	OTHER CHARGES	53.75	53.75
060-003-5301-0000	OFFICE SUPPLIES	3.94	3.94
060-003-5302-0000	SMALL TOOLS	1,016.22	966.75

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
060-003-5303-0000	MOTOR FUELS AND LUBR…	150.00	150.00
060-003-5305-0000	CLOTHING	269.97	269.97
060-003-5307-0000	MAINTENANCE AND REPA…	3,683.37	3,683.37
060-003-5308-0000	MAINT & REPAIR-OTHER …	2,928.88	2,567.13
060-003-5309-0000	JANITORIAL & HOUSEHOL…	440.62	420.28
060-003-5310-0000	GENERAL SUPPLIES	258.24	258.24
060-003-5312-0000	SAFETY MATERIALS AND …	780.07	684.71
060-003-5315-0000	NON-CAPITALIZED ASSETS	840.90	0.00
063-000-0410-0000	INVENTORY	669.34	669.34
063-001-5201-0000	PROFESSIONAL SERVICES	333.31	232.39
063-001-5205-0000	UTILITIES	111.58	111.58
063-001-5213-0000	OTHER CHARGES	790.23	785.94
063-001-5301-0000	OFFICE SUPPLIES	32.23	32.23
063-002-5201-0000	PROFESSIONAL SERVICES	2,812.16	1,652.16
063-002-5205-0000	UTILITIES	16,011.54	15,947.04
063-002-5206-0000	MAINT & REPAIR-BLDGS &..	154.39	0.00
063-002-5207-0000	MAINTENANCE AND REPA…	470.28	1,341.33
063-002-5210-0000	RENTALS	84.95	84.95
063-002-5211-0000	TRAVL,TRAIN,MEMBERSH…	846.43	846.43
063-002-5213-0000	OTHER CHARGES	115.83	115.83
063-002-5301-0000	OFFICE SUPPLIES	11.76	11.76
063-002-5303-0000	MOTOR FUELS AND LUBR…	45.57	45.57
063-002-5304-0000	CHEMICALS / LAB SUPPLI…	1,166.43	1,166.43
063-002-5307-0000	MAINTENANCE AND REPA…	614.49	586.00
063-002-5308-0000	MAINT & REPAIR-OTHER …	67.96	67.96
063-002-5309-0000	JANITORIAL & HOUSEHOL…	22.60	22.60
063-002-5310-0000	GENERAL SUPPLIES	95.30	95.30
063-002-5315-0000	NON-CAPITALIZED ASSETS	-357.60	0.00
063-002-7401-0000	MACHINERY & AUTOMOT…	9,145.00	9,145.00
063-003-5201-0000	PROFESSIONAL SERVICES	1,075.08	1,075.08
063-003-5205-0000	UTILITIES	1,352.23	0.00
063-003-5207-0000	MAINTENANCE AND REPA…	3,213.36	2,699.86
063-003-5211-0000	TRAVL,TRAIN,MEMBERSH…	39.19	39.19
063-003-5302-0000	SMALL TOOLS	76.08	76.08
063-003-5307-0000	MAINTENANCE AND REPA…	1,070.33	52.93
063-003-5308-0000	MAINT & REPAIR-OTHER …	4,300.37	3,860.29
066-001-5201-0000	PROFESSIONAL SERVICES	33,345.74	33,250.94
066-001-5205-0000	UTILITIES	924.46	435.02
066-001-5207-0000	MAINTENANCE AND REPA…	-1,783.54	-1,783.54
066-001-5213-0000	OTHER CHARGES	750.03	746.00
066-001-5301-0000	OFFICE SUPPLIES	32.23	32.23
066-001-5302-0000	SMALL TOOLS	448.88	448.88

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
066-001-5303-0000	MOTOR FUELS AND LUBR...	2,476.64	2,476.64
066-001-5304-0000	CHEMICALS / LAB SUPPLI...	597.75	597.75
066-001-5305-0000	CLOTHING	2,806.75	2,806.75
066-001-5307-0000	MAINTENANCE AND REPA...	3,727.28	3,727.28
066-001-5310-0000	GENERAL SUPPLIES	27.68	27.68
069-001-5205-0000	UTILITIES	1,835.43	1,835.43
072-001-5201-0000	PROFESSIONAL SERVICES	90.55	90.55
072-001-5205-0000	UTILITIES	222.20	222.20
072-001-5210-0000	RENTALS	148.30	82.31
072-001-5211-0000	TRAVL,TRAIN,MEMBERSH...	517.53	517.53
072-001-5213-0000	OTHER CHARGES	148.46	148.46
072-001-5301-0000	OFFICE SUPPLIES	44.11	44.11
072-001-5310-0000	GENERAL SUPPLIES	59.24	59.24
072-001-5315-0000	NON-CAPITALIZED ASSETS	-81.93	0.00
072-019-5201-0000	PROFESSIONAL SERVICES	1,480.95	1,480.95
072-019-5315-0000	NON-CAPITALIZED ASSETS	1,248.96	1,248.96
072-019-5316-0000	COMPUTER SUPPLIES	41.84	41.84
	Grand Total:	**1,272,379.15**	**1,121,736.65**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		1,272,379.15	1,121,736.65
	Grand Total:	**1,272,379.15**	**1,121,736.65**

Payroll	
10/06/21	$ 226,999.77
10/13/21	$ 119,916.35
10/20/21	$ 219,623.73
10/20/21	$ 1,782.10
Expenses	$1,272,379.15
Total	$1,840,701.10

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Hazardous Materials Agreement with Butler County
DATE: November 5, 2021

Background: Butler County entered into an agreement with the City on January 3, 2011 for the provision of hazardous materials response services for all areas of Butler County under the provisions of K.S.A. 12-2901 et seq. The agreement expired on January 3, 2021, although the City continued to provide the services defined by the agreement until a new agreement could be negotiated and approved by both governing bodies.

Policy Issue: Should the City continue to provide hazardous materials response to Butler County?

Strategic Priority: This request aligns with provisions of the City's Strategic Plan because the agreement provides funding to ensure the City may continue to provide services necessary to protect life and property.

> **Infrastructure** - *The City invests in its public infrastructure provide the basic resources necessary for the community to thrive and prosper.*
>
> a. Continuously ***invest in public safety*** initiatives, equipment, and technology to provide the El Dorado Police and Fire Departments with the resources needed to preserve order and protect life and property.

Fiscal Impact: The County will compensate the City an annual sum of $16,000 for the provision of the services outlined in the agreement. In addition, the County agrees to pay for a portion (up to a maximum of $187,500) of a response apparatus necessary for hazardous materials response.

Legal Review: The City Attorney reviewed the agreement and recommended changes have been incorporated into the final agreement.

Trade-offs: The City will have to pay for the entire cost of replacing the existing hazardous materials response unit if it continues to provide such services to the community without covering Butler County. Staff estimates the cost of replacing the existing unit at $250,000.

Staff Recommendation: Staff recommends approval of the proposed agreement.

Commission Actions:

Commissioner ____________ moved to approve the proposed HazMat agreement and direct the Mayor to sign said agreement.

Commissioner ___________ seconded the motion.

Return to Agenda

Next Item

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this **___** day of ________, 2021 by and between the City of El Dorado, Kansas, a municipal corporation, ("City"), and the County of Butler, State of Kansas ("Butler").

WHEREAS, the City has personnel and equipment to provide hazardous material response services and the County desires to contract for said services, for all areas of Butler County; and

WHEREAS, the parties desire to enter into an agreement providing for Emergency Response to Hazardous Substance Releases as thereinafter set forth; and

WHEREAS, this Agreement is authorized pursuant to the provisions of K.S.A. 12-2901 *et. seq.*

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises thereinafter set forth, the parties agree as follows:

1. Upon the request of the County, or its designee, the City will provide a Hazardous Material Response Team ("Team") to all areas within Butler County. For the purposes of this Agreement, "Hazardous Material Response" shall mean the provision of personnel and services for emergencies involving the release or threatened release of hazardous materials.

2. The City makes no warranties or representations with regards to the extent or adequacy of Hazardous Material Response Service or equipment to be provided but will respond to the best of its ability and to the extent of its resources, subject to the terms and limitations of this Agreement; further provided, however, in the event that the resources of the City for hazardous response are needed both within the city limits of the City and also in the areas of the County, it is understood and agreed that any hazardous materials release or threatened release within said City shall take priority to any response to a similar contemporaneous situation in the County.

3. The County shall designate the Butler County Emergency Management Coordinator, or designee, as being authorized to request response from the Team. The City shall be entitled to rely on any request for such response made by such person so designated, and the County shall be liable for any costs incurred by the City because of such request with regards to whether a hazardous materials response incident actually exists.

4. The senior officer of the Team shall determine the extent of its human resources and equipment to be sent to each County incident, based upon information received from the County, all with the prior approval of the El Dorado Fire Chief, or in his absence the senior officer in charge of the Team, or in his absence the City Manager. The senior officer of the Team shall assume the position of "Hazard Group Leader" under the National Incident Management System ("NIMS") adopted by Butler County Fire Districts

and Agencies and shall be responsible for:

a. Providing technical information and advice to the Incident Commander;

b. The control of the “hot” and “warm” zones and control entry and exit from these areas;

c. Setting up decontamination zone and running same;

d. Control and containment of hazardous materials in the hot zone; and

e. Safety of personnel and environment, with Team, other emergency responders, citizens and property, in that order, and has the right to stop any operation believed to have an unacceptable risk to personnel.

5. It is emphasized that the City intends to follow the provisions of the Butler County Emergency Operations Plan (“Plan”) and, under the provisions thereof, the Team shall assume the responsibility for the safe handling of such materials based upon the nature of the materials involved and the available equipment; however, such actions on the part of the City are not intended to relieve the County, its officers, private businesses within the response area, or others from any responsibility assigned to them under the Plan or by law. The Incident Commander shall, to the extent possible, identify the conditions and substances present and implement appropriate emergency operations as outlined under the Plan.

6. The City shall submit an itemized invoice covering the cost of providing emergency actions to the County as prescribed in County Resolution No. 94-036. The County shall reimburse the City within thirty (30) days of submission of such itemized claim.

7. The Team shall maintain personnel trained to the level of Hazardous Materials Technician as defined in the National Fire Protection Association Standard No. 472.

8. As additional consideration for this Agreement and the services provided by the City, and in addition to any payment set forth in Item 5, the County shall pay an annual sum of $16,000 to the City to be paid in January of each year this Agreement is in effect. The City agrees to utilize these funds for training, equipping, exercising and other support as necessary, excluding salaries, of the Hazardous Material Response Team. These funds are not to be used to supplement budgeted operating or capital expenses of El Dorado Fire Department.

9. As part of this Agreement, the City is committing to the purchase of a vehicle for Hazardous Material Response. The County shall pay up to 75% (maximum $187,500 County share) of the cost of a response apparatus used exclusively for Hazardous Material Response or 25% (maximum $62,500 County share) of the cost of a multi-purpose response apparatus also designated by the City for Hazardous Material response. The City agrees to reimburse the County the difference between the two aforementioned options, up to a maximum of $125,000, should the City decide to convert a response apparatus originally purchased exclusively for hazardous materials response to multi-purpose status

within seven years from the date of said unit's purchase by the City, provided the City elects to cost-share the original purchase with the County.

10. It is understood and expected that Butler County shall provide cooperation, training and personnel sufficient to implement the terms of this Agreement and the Butler County Emergency Operations Plan in conjunction with the City. Training for County personnel shall be provided for by the County, at its expense, and the County shall provide sufficient personnel in order to carry out the letter and spirit of this Agreement and the Butler County Plan.

11. The parties hereby waive any and all claims against the other party for compensation for any personal injury or death occurring to personnel and any loss or damage of any equipment other than the equipment and supplies of the Team as a consequence of the performance of the parties' obligations under this Agreement.

12. The County hereby agrees to indemnify and hold harmless the City from and against all liability, damage, loss, claims, demands and actions of any nature which arise out of or connected with any of the services provided by the City, its agents or employees, or which arise out of or are connected with any accident or occurrence which happens or is alleged to have happened on or about the place where the services are being performed:

    a. while the City is performing the services, or

    b. while any of the City's property, equipment or personnel are in or about the place or vicinity by reason of performance of the City's services; including, without limiting the generality, all liability, damages, losses, claims, demands, actions on the account of personal injury, death or property loss to the parties, their agents, employees, and to any other person, firms, or legal entities; provided that this paragraph shall not be construed to exempt the City from liability for any negligence or intentional misconduct on its part or the part of its employees, agents or subcontractors.

13. The City makes no representations or warranties with regard to the extent or adequacy of Hazardous Material Response Service to be provided under the terms of this Agreement and the liability of the City, if any as a result of this Agreement, whether in contract or otherwise, shall not exceed the total fees and costs paid by the County and in no event shall the City be liable for consequential damages.

14. The term of this Agreement shall be for a period of ten (10) years from the Effective Date of the Agreement. The Agreement may be terminated by either party, by giving written notice to the other party not later than June 1 in any year during the Effective Period of the Agreement. Termination of the Agreement shall commence on the following January 1.

15. This Agreement is and is intended to be an integration of all prior agreements and understandings, oral or written, with respect to the matters set forth herein.

16. The Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

CITY OF EL DORADO	**BUTLER COUNTY, KANSAS**
BY: ______________________________ Bill Young, Mayor	**BY:** ______________________________ Jeff Masterson, Chair
(seal)	(seal)
BY: ______________________________ Tabitha Sharp, City Clerk	**BY:** ______________________________ Tatum Stafford, County Clerk

APPROVED AS TO FORM:

______________________________ Ashlyn B. Lindskog, City Attorney	______________________________ County Counsel

TO: City Commission
FROM: Engineering Department
SUBJ: Request for Special Use Permit Application for 323 S. Main Street for Public Assembly
DATE: November 2nd, 2021

Background:
Connect Church submitted an application for a Public Assembly Venue at 323 S. Main Street. The property consists of a two-story building with residential on the second floor. The applicant plans to use the first floor as their weekly meeting space. The Planning Commission held a public hearing on September 23rd, 2021 and voted to table the application to ensure the property owner notified other tenants in the building. The Planning Commission continued the application at their October 28th meeting and voted to unanimously recommend approval of the application (6-0).

Attachments:
Planning Commission Minutes
Planning Commission Memorandum
Zoning Map
Site Plan
Ordinance

Policy Issue:
Special Use Permits (SUP) allow specific uses to take place on a property. The SUP may allow specific uses or structures not explicitly permitted or prohibited by the zoning ordinance. The zoning ordinance has set criteria for reviewing SUP applications that include analyzing the size and locations of proposed uses/structures in relation to adjacent sites and the general compatibility of the proposed use/structure with adjacent properties in the area.

Fiscal Impact:
Approval of the SUP will not have a fiscal impact on the City of El Dorado.

Trade-offs:
N/A

Staff Recommendation:
Approve the Special Use Permit application.

Commission Actions:

Commissioner __________ moved to approve Case No. 21-05-SUP, requesting a Special Use Permit for a Public Assembly Venue at 323 S. Main Street and that Ordinance No. G-1359 be approved.

Commissioner __________ seconded the motion.

Roll Call Vote

Position No. 2	Commissioner Gregg Lewis	____
Position No. 3	Commissioner Nick Badwey	____
Position No. 4	Commissioner Kendra Wilkinson	____

	Mayor Bill Young	____
Position No. 1	Commissioner Matt Guthrie	____

Return to Agenda

Next Item

PLANNING COMMISSION MEMORANDUM

TO: Planning Commission
CC: Scott Rickard, Engineering Director
FROM: Jay Shivers, AICP, City Planner
RE: SUP – Public Assembly Venue

Connect Church is requesting a Special Use Permit (SUP) for a public assembly venue at 323 S. Main Street to use a portion of the building as a church. The property is currently zoned C-2 Central Business District. The zoning ordinance defines public assembly venue as:

> An establishment that primarily provides sufficient space and facilities for more than 20 people to congregate for a singular purpose or event. Typical uses include public or private auditoriums, houses of worship, meeting halls, community centers, performing arts theaters and concert halls. Does not include motion picture theaters, sports arenas and stadiums, conference rooms associated with businesses or offices. May include incidental concessions, gymnasiums non-commercial kitchens and offices.

Public assembly venues require a Special Use Permit in the C-2 zoning district, as well as R-1, R-2, R-3, and O-I. It is allowed by right in C-1 zoning districts.

Zoning Ordinance standards for review:

A. *The location and size of the proposed use in relation to the site and to adjacent sites and uses of the property, and the nature and intensity of operations proposed thereon.* The applicant expects approximately 50 people congregating in the structure at any given time, though actual maximum occupancy will be determined by building and fire code. The nature and intensity of the proposed use is consistent with other central business district uses that also generate varying levels of traffic and visitors, such as nearby retail, restaurant, office, museum, and institutional uses.

B. *Accessibility of the property to police, fire, refuse collection and other municipal services; adequacy of ingress and egress to and within the site; traffic flow and control; and the adequacy of off-street parking and loading areas.* The site is accessible by all emergency services. Properties in C-2 zoning districts are exempt from parking requirements. The City provides parking in the downtown area including on-street parking directly in front of the building along W. Central Avenue, angled parking along the building on W. Olive Avenue, angled parking to the west along Gordy, and a public parking lot one block to the north.

C. *Utilities and services, including water, sewer, drainage, gas, and electricity, with particular reference to location, availability, capacity and compatibility.* The property has access to all utilities. Adequate capacity is available.

D. *The location, nature, and height of structures, walls, fences, and other improvements; their relation to adjacent property and uses; and the need for buffering or screening*. The applicant plans to the first floor of the building on the property. The first floor measures approximately 6,642 square feet. The second floor of the building consists of residential apartments.

E. *The adequacy of required yard and open space requirements and sign provisions.* No new structures or signs are proposed.

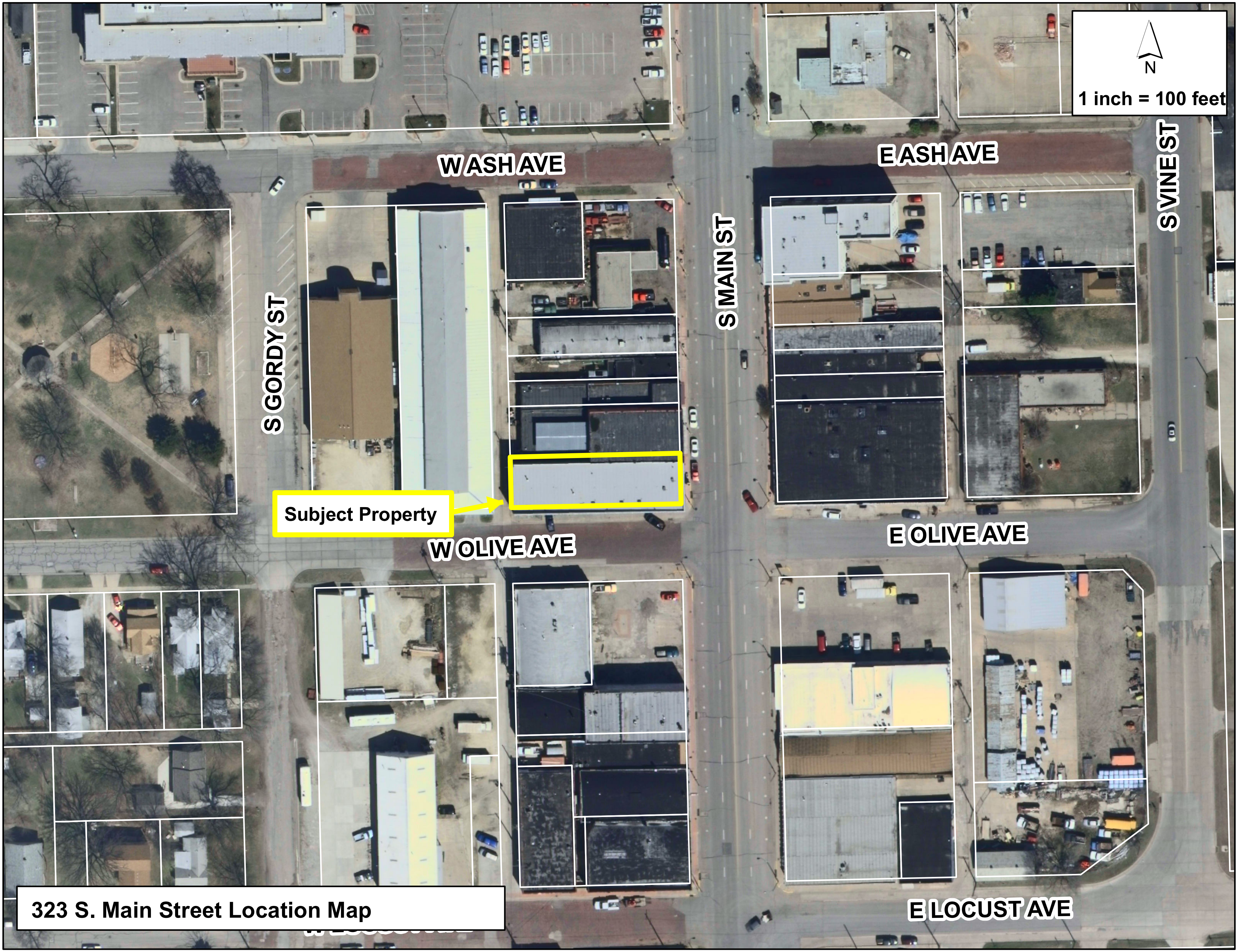
F. *The general compatibility with adjacent properties, other properties in the district, and the general safety, health, comfort and general welfare of the community.* Public assembly venues are compatible with the existing uses in the downtown area and is of a size that will not overwhelm existing parking infrastructure in the downtown area.

The owner of the building has been looking for a tenant for the main floor for many years. The proposed public assembly venue meets the requirements of the zoning ordinance and is consistent with existing land uses in the area. City staff recommend approval of the SUP application.

Approval of this Special Use Permit requires a majority vote of the Planning Commission members present and voting.

Suggested Motion:

> I move to recommend approval of Case No. 21-05-SUP, a request by Connect Church, for a Special Use Permit to allow a public assembly venue at 323 S. Main Street, for the reasons set forth in the staff recommendation and heard at this public hearing.


N
1 inch = 100 feet
W ASH AVE
E ASH AVE
S VINE ST
S GORDY ST
S MAIN ST
Subject Property
W OLIVE AVE
E OLIVE AVE
E LOCUST AVE
323 S. Main Street Location Map

Connect Church Planning Commission Application Supporting Document

Overview of Proposed Special Use Permit to allow Public Assembly Venue:
Connect Church, a North American Mission Board supported church, is a church that was formed in 2020 by local El Dorado area families. Connect Church meets together on Sunday mornings from 10am - Noon and at the time of this application there are around 50 people who regularly attend these Church Services/Gatherings. Sunday mornings are the only scheduled Public Assembly at this point for Connect Church. Any other time of public assembly would be on rare occasions and work to coordinate with local businesses so as not to disturb them or their parking situation. Connect Church's goal in regards to a meeting location is to be in a position to serve the city well and foster positive relationships with individuals and businesses that call El Dorado home.

The church has been working on a lease with Chris Garrison (building owner of 323 South Main St. El Dorado, KS 67042) pending Special Use Permit approval. This building had not been utilized for "on location" business for several years. Chris' crew has been fixing the building up in preparation for Connect Church to utilize the space. If the permit is approved Connect Church anticipates taking over all utilities associated with the first floor of 323 South Main St, including Water and Refuse services from the City of El Dorado.

Connect Church Site Plan:

A. **Approximate size and locations of all structures -** Connect Church will be renting 323 South Main Street, El Dorado, KS 67042 from Garrison Rentals LLC (Chris Garrison). This is the first floor only of the building. First floor measures 6462 Square Feet.
B. **Access from Streets -** There are 2 entrances to the above referenced space. The main entrance is in the southeast corner of the building facing the corner of Main Street and Olive. It is a double glass door. The second entrance is a single door facing south on Olive about midway on the building.
C. **Parking arrangements and number of spaces -** Currently with the regular attendance there are 10-15 vehicles needing parking space on Sunday mornings. There seems to be a fair amount of public parking within a 1-2 block radius of the building and since Connect Church meets on Sundays, with most businesses being closed in the immediate area, we don't anticipate a shortage of spaces even if the church would grow in numbers. The plan would be to park mainly west on Olive street as spots allow and utilize the Gordy Park area as parking demands increase. We are working to get to know the neighboring businesses prior to the Special Use Approval decision. We will coordinate with neighboring businesses to not disrupt normal business operations with parking issues.
D. **Interior drives and services areas -** N/A
E. **Landscape areas -** N/A
F. **All proposed signs -** The signage will include vinyl stickers on the windows and glass doors facing Main Street and Olive saying the name of the church, service times, and contact info.

ORDINANCE NO. G-1359

WHEREAS, an application has been filed with the El Dorado Planning Commission requesting a Special Use Permit to allow a Public Assembly Venue on the property located at 323 S. Main Street and;

WHEREAS, on the 28th day of October, 2021, at a Planning Commission meeting duly convened, the Planning Commission held a public hearing and voted to recommend and does hereby recommend that the Governing Body grant the Special Use Permit.

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

Section 1. The Special Use Permit is hereby granted to Connect Church to allow a Public Assembly Venue in a C-2 Central Business District at 323 S. Main Street.

Section 2. This ordinance shall be in full force and effect after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of El Dorado, Kansas, on this 15th day of November, 2021.

____
Bill Young, Mayor

ATTEST:

____
Tabitha Sharp, City Clerk

EL DORADO
KANSAS

PLANNING COMMISSION MINUTES - DRAFT
September 23rd, 2021
6:30p.m.

1. CALL TO ORDER & ROLL CALL

Chairman Stewart called the meeting to order at 6:30pm.

Members Present
Steve Fellers
Frank Hughes
Scott Leason
Brad Long
Tony Nichols
David Stewart
Gerald Watson

Staff Present
Jay Shivers

Others Present

Eric Barrier	1425 E. 6th
Jered Williams	1825 Hazlett
Bert Anderson	1810 Kendrick Ln
Joe Clark	1255 E. 6th

2. APPROVAL OF MINUTES

Commissioner Leason moved to approve the minutes of the April 22nd, 2021, meeting. Commissioner Hughes seconded the motion. The motion passed (7-0).

3. NEW BUSINESS

ITEM NO. 1 – CASE NO. 21-05-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT FOR A PUBLIC ASSEMBLY VENUE AT 323 S. MAIN STREET.

A. Presentation of Request

Mr. Shivers reviewed the staff memo and stated that the applicant plans to move a church into the first floor of the building at 323 S. Main Street. The building has apartments on the second floor. Mr. Shivers said ample on-street parking is available in this area to accommodate their needs.

Bert Anderson and Jered Williams, representing Connect Church, said they have been meeting in a temporary place for a year to year and a half. They're looking for a long-term location. They said the proposed space was vacant for a number of years and Chris Garrison, building owner, was interested in remodeling the space. They started the remodeling project then found out it required a SUP and applied. They have 10 families that meet Sunday mornings for two and a half hours. That is only meeting time.

The applicants said they met with many neighboring property owners that received hearing notifications. People seemed glad something was going into the space. Salvation Army said they can use their parking lot, which is 15 to 18 spots. Mr. Anderson said there is plenty of on-street parking and the large County parking lot to the north. Mr. Williams said they're excited to get a permanent location.

B. Public Hearing

Commissioner Stewart opened the public hearing. There being no one to speak, the public hearing was closed.

C. Discussion by Planning Commission

Chairman Stewart asked if the SUP should be issued for the main level of the building only since there is residential on the second floor. Mr. Shivers said that is an option and said he thought the owner wanted to keep the second floor residential.

Commissioner Fellers asked if the SUP would apply to the building. Mr. Shivers said it applies to the property but can stipulate the first floor only. Commissioner Fellers said it's a good project but not comfortable granting it for second floor.

Commissioner Watson asked if staff heard from any neighbors. Mr. Shivers said he mailed a notice to every property owner within 200 feet and didn't receive a call or email.

Commissioner Long asked what is included in the remodel. Mr. Andersons said two classrooms in the back, two restrooms, and open space for their worship area. Commissioner Long asked how permanent this space is for them if they grow larger. Mr. Williams said they may want their own their own building in the future.

Chairman Stewart asked about their worship and asked what impact they may have on residents above. Mr. Williams said they begin in 10am, they offer coffee and breakfast. 10:15am is worship that includes some songs. They use a sound system. They only use acoustic guitar and vocals for music. After worship they split up and have bible study time in a small group setting. Chairman Stewart said they want a place for them but is also concerned about residents above the proposed space. Mr. Anderson said Mr. Garrison sprayed foam insulation for the sound and they've added fireproof sheetrock so they don't know how loud it will be upstairs. He said their style service isn't overly loud.

Commissioner Long asked if they have an amplifier. Mr. Williams said they have one speaker they plug the guitar into and it's small.

Commissioner Leason asked how many apartments are on the second floor. They thought six but four for sure. Commissioner Leason asked if the apartments are currently rented. The applicants said they are rented. Commissioner Leason asked if they spoke with the tenants upstairs. Mr. Anderson said they have not spoken with them.

Commissioner Fellers asked why the upstairs tenants are not on the mailing list. Mr. Shivers said they follow state law that requires notifying property owners within 200 feet. The applicants said they wouldn't mind talking with the upstairs tenants. As for the sound, Mr. Anderson said they would do whatever they need to do to be a good neighbor.

Chairman Stewart said he is interested in tabling the case until the building owner or applicants can speak with the upstairs tenants.

Commissioner Long said they're getting more non-profits all the time, is that the direction we want to go with downtown. Mr. Shivers said it is a market issue, the zoning allows a lot of uses. A lot of buildings have extensive maintenance and it comes down to buildings needing tenants and these are the organizations wanting the spaces. He said Linda Jolly with El Dorado Inc is always working to improve downtown and looks for grants to improve buildings to attract more businesses.

Commissioner Fellers said the building owner is assuming some of the risk and that he could lose tenants over this project.

D. Motion

Chairman Stewart moved to table to application to the next meeting, seconded by Commissioner Leason.

<u>Roll Call Vote</u>

Steve Fellers	Y
Frank Hughes	Y
Scott Leason	Y
Brad Long	Y
Tony Nichols	Y
David Stewart	Y
Gerald Watson	Y

The motion to table passed (7-0).

<u>ITEM NO. 2 – CASE NO. 21-06-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT FOR AN ACCESSORY APARTMENT AT 1425 E. 6TH AVENUE.</u>

A. Presentation of Request

Mr. Shivers reviewed the staff memo and said the applicant is interested in building a second home on the property. Butler County Commission reviewed the case at their September 21st meeting and unanimously recommended approval.

Eric Barrier said his parents are getting older and having health issues. Their house doesn't accommodate walkers or wheelchairs. He said his parents built a 30 foot by 40 foot garage around five years ago. Mr. Barrier said he hopes to add on to the side of that garage with an all ADA accessible home. He said he plans to then remodel the original home and move into that home.

B. Public Hearing

Joe Clark, 1255 E. 6th, said he isn't against the second home. He said the area has a drainage problem where the water runs off the agricultural land from the north. He said he doesn't want to stop anything but wanted to share if their proposed home is near the road there may be some drainage problems.

Mr. Shivers said he worked with applicants in April and their original proposal was very close to the road, likely in a problem area they are describing. He said their current proposal is around 70 feet from the road. Mr. Shivers asked if Mr. Clark is aware of any drainage issues that far back. Mr. Clark said no. He just wanted to share information about drainage in the area.

There being no one else to speak, the hearing was closed.

C. Discussion by Planning Commission

Commissioner Long asked Mr. Barrier asked about elevations. Mr. Barrier said it would match the garage and have a small retaining wall at the rear of the building.

Chairman Stewart asked if it is out of the floodplain. Mr. Barrier said it is and they've talked with David Alfaro at the County.

D. Motion

Commissioner Leason moved to recommend approval of Case No. 20-06-SUP, a request by Eric Barrier, for a Special Use Permit to allow an accessory apartment on the property located at 1425 E. 6th Avenue, for the reasons set forth in the staff recommendation and heard at this public hearing, seconded by Commissioner Hughes.

<u>Roll Call Vote</u>

Steve Fellers	Y
Frank Hughes	Y
Scott Leason	Y
Brad Long	Y
Tony Nichols	Y
David Stewart	Y
Gerald Watson	Y

The motion passed (7-0).

4. OLD BUSINESS

5. STAFF ITEMS

Mr. Shivers provided an update on the items previously reviewed by the Planning Commission.

- Chairman and Vice Chairman Election

The Planning Commission discussed the positions and elected Chairman Stewart to continue as Chairman and elected Commissioner Hughes to serve as Vice Chairman.

6. ADJOURNMENT

The meeting was adjourned at 7:20pm.

EL DORADO
KANSAS

PLANNING COMMISSION MINUTES - DRAFT
October 28th, 2021
6:30p.m.

1. CALL TO ORDER & ROLL CALL

Chairman Stewart called the meeting to order at 6:30pm.

Members Present
Scott Hackler
Frank Hughes
Scott Leason
Brad Long
Tony Nichols
David Stewart
Gerald Watson

Staff Present
Jay Shivers

Others
Kimberly Garrison
Bert Anderson
Jered Williams
Caleb Marsh

2. APPROVAL OF MINUTES

Commissioner Hughes moved to approve the minutes of the September 23rd, 2021, meeting. The motion was seconded by Commissioner Hackler. The motion passed (6-0).

3. NEW BUSINESS

4. OLD BUSINESS

CONTINUE TABLED AGENDA ITEM- CASE NO. 21-05-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT FOR A PUBLIC ASSEMBLY VENUE AT 323 S. MAIN STREET.

A. Presentation of Request

Jay Shivers provided an overview of the application. Mr. Shivers said the application was tabled over concerns about the building's tenants being notified. Kimberly Garrison, owner, said she understood there were concerns and that she has six tenants, all of which have approved the church moving in.

Chairman Stewart asked how she got their approval. Ms. Garrison said she talked to all of them face-to-face.

B. Public Hearing

Chairman Stewart opened the public hearing. Being no one to speak, the public hearing was closed.

C. Discussion by Planning Commission

Chairman Watson said he thought the main concern was notifying the upstairs tenants and they don't have a problem with it.

D. Motion

Commissioner Leason moved to recommend approval of Case No. 21-05-SUP, a request by Connect Church, for a Special Use Permit to allow a public assembly venue at 323 S. Main Street, for the reasons set forth in the staff recommendation and heard at this public hearing, seconded by Commissioner Hackler

<u>Roll Call Vote</u>

Scott Hackler	Y
Frank Hughes	Y
Scott Leason	Y
Brad Long	Y
Tony Nichols	Y
David Stewart	Y
Gerald Watson	Y

The motion passed (6-0).

5. STAFF ITEMS

6. ADJOURNMENT

The meeting adjourned at 6:36pm.

TO: City Commission
FROM: Scott Rickard
SUBJ: Myers East Addition Public Infrastructure Authorization
DATE: November 8, 2022

Background:
Bids were received for the Myers East Addition paving & sanitary sewer extension.

Project Schedule:
The contractor has agreed to complete this project by May 1, 2022.

Strategic Plan:

III. Infrastructure - *The City invests in its public infrastructure to ensure that the community has the most basic resources necessary to thrive and prosper.*

a. Evaluate funding options for ***continued investment in critical public infrastructure***.

Attachments:
Bid Tab.

Policy Issue:
The City Commission reviews the bids and awards the contract to the best bidder.

Alternatives:
N/A

Fiscal Impact:
The total cost of the sewer project is $229,512.00. The costs assessed to the improvement district will be $229,512.00 and city-at-large costs will be $0.00. The total cost of the paving project is $278,666.77. The costs assessed to the improvement district will be $185,970.30 and city-at-large costs will be $92,696.47. The total costs of both projects will be paid out of the bond and interest fund. The improvement district will be able to pay off the debt over a twenty year period.

McCullough Excavation had the lowest bid of $321,083.50 for both projects.

Trade-offs:
N/A

Staff Recommendation:
Accept the bids and proceed with the requested improvements.

Commission Actions:

Commissioner _______________ moved that since McCullough Excavation has submitted the lowest and best bid of $321,083.50 for project nos. 584 & 585, the City Manager be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner __________________ seconded the motion.

Return to Agenda

Next Item

BID TABULATIONS

11/4/2021

Project Nos. 584
Paving & Storm Sewer to serve Myers East Addition

				ENGINEER'S ESTIMATE		McCullough Excavation		APAC-Kansas		Pearson Construction	
Item No.	Description	Units	No. of Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Common Excavation	CY	850	$ 8.00	$ 6,800.00	$ 7.10	$ 6,035.00	$ 6.50	$ 5,525.00	$ 8.50	$ 7,225.00
2	Compacted Fill	CY	600	$ 5.00	$ 3,000.00	$ 2.40	$ 1,440.00	$ 1.50	$ 900.00	$ 1.50	$ 900.00
3	6 1/2" Reinforced Rock Base	SY	2810	$ 10.00	$ 28,100.00	$ 7.70	$ 21,637.00	$ 13.00	$ 36,530.00	$ 11.50	$ 32,315.00
4	Type I Curb & Gutter	LF	471	$ 14.00	$ 6,594.00	$ 15.00	$ 7,065.00	$ 19.00	$ 8,949.00	$ 12.00	$ 5,652.00
5	Laydown Curb & Gutter	LF	910	$ 10.50	$ 9,555.00	$ 11.00	$ 10,010.00	$ 19.00	$ 17,290.00	$ 12.00	$ 10,920.00
6	BM-4 (10%rap) Asph. Conc. Pvmt. Base	TONS	510	$ 86.00	$ 43,860.00	$ 85.00	$ 43,350.00	$ 78.00	$ 39,780.00	$ 90.00	$ 45,900.00
7	BM-2 Asph. Conc. Pvmt. Surface	TONS	255	$ 95.00	$ 24,225.00	$ 95.00	$ 24,225.00	$ 86.00	$ 21,930.00	$ 95.00	$ 24,225.00
8	Site Clearing	LS	1	$ 5,000.00	$ 5,000.00	$ 13,110.00	$ 13,110.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00
9	Site Restoration	LS	1	$ 6,000.00	$ 6,000.00	$ 100.00	$ 100.00	$ 9,785.00	$ 9,785.00	$ 4,000.00	$ 4,000.00
10	Offset Curb Inlet	EA	2	$ 5,500.00	$ 11,000.00	$ 6,000.00	$ 12,000.00	$ 6,050.00	$ 12,100.00	$ 5,063.00	$ 10,126.00
11	Backyard Inlet	EA	2	$ 4,000.00	$ 8,000.00	$ 3,000.00	$ 6,000.00	$ 2,400.00	$ 4,800.00	$ 2,270.00	$ 4,540.00
12	36" Reinf. Conc. Pipe	LF	125	$ 111.00	$ 13,875.00	$ 125.00	$ 15,625.00	$ 115.00	$ 14,375.00	$ 115.00	$ 14,375.00
13	24"x38" Horiz. Ell. Reinf. Conc. Pipe	LF	37	$ 120.00	$ 4,440.00	$ 125.00	$ 4,625.00	$ 115.00	$ 4,255.00	$ 100.00	$ 3,700.00
14	18" Reinf. Conc. Pipe	LF	171	$ 60.00	$ 10,260.00	$ 75.00	$ 12,825.00	$ 47.00	$ 8,037.00	$ 40.00	$ 6,840.00
15	Flowable Fill	LF	32	$ 30.00	$ 960.00	$ 30.00	$ 960.00	$ 93.00	$ 2,976.00	$ 30.00	$ 960.00
16	Rip-Rap	SY	17	$ 36.00	$ 612.00	$ 40.00	$ 680.00	$ 142.00	$ 2,414.00	$ 40.00	$ 680.00
17	Saw Cut Exist. Pvmt.	LF	33	$ 15.00	$ 495.00	$ 7.00	$ 231.00	$ 12.50	$ 412.50	$ 15.00	$ 495.00
18	Project Seeding	LS	1	$ 1,500.00	$ 1,500.00	$ 1,855.00	$ 1,855.00	$ 1,855.00	$ 1,855.00	$ 1,680.00	$ 1,680.00
19	Maintain Exist. BMPs	LS	1	$ 2,000.00	$ 2,000.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 200.00	$ 200.00
20	Install Inlet Protection	EA	4	$ 515.00	$ 2,060.00	$ 88.00	$ 352.00	$ 88.00	$ 352.00	$ 85.00	$ 340.00
21	Install Curlex Blanket	SY	1230	$ 2.00	$ 2,460.00	$ 1.25	$ 1,537.50	$ 1.25	$ 1,537.50	$ 1.75	$ 2,152.50

Project #584 Total		$ 190,796.00	$ 183,663.50	$ 218,804.00	$ 192,225.50

Project Nos. 585
Sanitary Sewer Extension to serve Myers East Addition

				ENGINEER'S ESTIMATE		McCullough Excavation		APAC-Kansas		Pearson Construction	
Item No.	Description	Units	No. of Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Standard Manhole	EA	7	$ 4,000.00	$ 28,000.00	$ 3,110.00	$ 21,770.00	$ 3,385.00	$ 23,695.00	$ 3,087.00	$ 21,609.00
2	Cleanout Riser Assembly	EA	3	$ 1,100.00	$ 3,300.00	$ 1,250.00	$ 3,750.00	$ 658.00	$ 1,974.00	$ 1,250.00	$ 3,750.00
3	8" PVC Sanitary Sewer	LF	1650	$ 61.00	$ 100,650.00	$ 55.00	$ 90,750.00	$ 34.00	$ 56,100.00	$ 52.00	$ 85,800.00
4	Connect to Existing Manhole	EA	1	$ 1,600.00	$ 1,600.00	$ 1,650.00	$ 1,650.00	$ 1,125.00	$ 1,125.00	$ 1,650.00	$ 1,650.00
5	Golf Course Restoration	LS	1	$ 10,000.00	$ 10,000.00	$ 7,700.00	$ 7,700.00	$ 8,500.00	$ 8,500.00	$ 25,000.00	$ 25,000.00
6	Install Construction Entrance	EA	1	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00
7	Install Silt Fence	LF	800	$ 2.00	$ 1,600.00	$ 1.50	$ 1,200.00	$ 1.50	$ 1,200.00	$ 2.25	$ 1,800.00
8	Flowable Fill	LF	35	$ 30.00	$ 1,050.00	$ 80.00	$ 2,800.00	$ 150.00	$ 5,250.00	$ 80.00	$ 2,800.00
9	Site Clearing	LS	1	$ 5,000.00	$ 5,000.00	$ 7,200.00	$ 7,200.00	$ 13,350.00	$ 13,350.00	$ 7,000.00	$ 7,000.00
10	Site Restoration	LS	1	$ 5,000.00	$ 5,000.00	$ 100.00	$ 100.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00

Project #585 Total		$ 157,200.00	$ 137,420.00	$ 118,194.00	$ 156,209.00
Combined Proj #584 &585 TOTAL		**$ 347,996.00**	**$ 321,083.50**	**$ 336,998.00**	**$ 348,434.50**

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Proposed Parks and Recreation Ordinances
DATE: October 20, 2021

Background: The City Commission passed an Ordinance in July of 2014 setting 11 p.m. to 5 a.m. as hours during which all parks would be closed to the public. The continued vandalism of park facilities has led staff to believe that it is necessary to alter those times to coincide with daylight hours. The previous ordinance will be amended to include facilities that have been added since that original ordinance and new closing times of dusk until dawn.

Commission also recently requested that staff look into several issues involving animals that disrupted youth recreation activities. After reviewing the issue, we are proposing an ordinance that would disallow the presence of any non-service animal at youth recreational activities.

The final proposed ordinance for Chapter 18 imposes a fine of $50 for any violation of this chapter.

Attachments:
Park Curfew Ordinance
Animals at Youth Recreational Facilities Ordinance
Parks and Recreation Fine Ordinance

Policy Issue: Should the City adopt additional regulatory framework regarding park hours and youth recreational activities?

Strategic Priority: The following strategic priorities may justify changes to the existing ordinance if the City Commission so desires:

> **VI. Quality of Life** – *The City of El Dorado desires to create a place where people choose to live and visit.*
> 3. Strengthen existing offerings in traditional sports to provide the best experience for participants while creating an environment that fosters learning and development and creates fun experiences.

Regulatory Framework: The City of El Dorado Municipal Code Chapter 18 covers items related to parks and recreation. It currently includes ordinances previously approved regarding the smoking at youth recreational activities as well as hours of parks.

Alternatives: Staff has determined the following options exist with respect to this issue *(listed in no particular order)*:

- The City Commission may elect to leave the existing regulatory framework in place without making any substantive changes.
- The City Commission may elect to repeal the current ordinance in its entirety and allow the defined breeds in a similar manner as other dog breeds.
- The City Commission may direct staff to modify the existing ordinance and designate such breeds to a dangerous animal ordinance.

Fiscal Impact: There would be little cost associated with the approval of these ordinances. Signage could be added to the park and recreation facilities at a cost of approximately $100 per sign. Citations issued would bring a revenue of $50 plus $90 in court costs.

Legal Review: The City Attorney has reviewed and approved the ordinances.

Trade-offs: The approval of these ordinances could pull the Police Department from other patrols in order to address potential violations.

Staff Recommendation: Staff recommend approval of the proposed ordinances.

Commission Actions:

Commissioner _________ moved to approve Ordinance No. 1360, an Ordinance of the City of El Dorado, Kansas amending Title 18 of the City of El Dorado, Kansas Municipal Code relating to violation of said section.

Commissioner _________ seconded the motion.

Commissioner _________ moved to approve Ordinance No. 1361, an Ordinance of the City of El Dorado amending Title 18 of the El Dorado, Kansas Municipal Code relating animals at youth recreational facilities.

Commissioner _________ seconded the motion.

Commissioner _________ moved to approve Ordinance No. 1362, an Ordinance of the City of El Dorado amending Title 18 of the El Dorado, Kansas Municipal Code relating to curfews for park facilities.

Commissioner _________ seconded the motion.

Return to Agenda

Next Item

ORDINANCE NO. G-1360

AN ORDINANCE OF THE CITY OF EL DORADO AMENDING TITLE 18 OF THE CITY OF EL DORADO, KANSAS MUNICIPAL CODE RELATING TO VIOLATION OF SAID SECTION

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

Section 1: Chapter 18.04 of the El Dorado Municipal Code is added to read as follows:

> **18.10.010 Violation – Penalty.**
> Any person, firm or corporation violating any of the provisions of this chapter shall, upon conviction thereof, be fined in a sum of fifty dollars ($50.00) per offense.

Section 2: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may later be declared unconstitutional.

Section 3: That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: That the City Clerk is hereby ordered and directed to cause this ordinance to be published once in the official city newspaper.

PASSED AND APPROVED by the Governing Body on this ___ day of _____, 2021.

(SEAL)

____
Bill Young, Mayor

ATTEST

____
Tabitha Sharp, City Clerk

APPROVED AS TO FORM

____
Ashlyn Lindskog, City Attorney

ORDINANCE NO. G-1361

AN ORDINANCE OF THE CITY OF EL DORADO AMENDING TITLE 18 OF THE EL DORADO MUNICIPAL CODE RELATING ANIMALS AT YOUTH RECREATIONAL FACILITIES

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

<u>Section 1:</u> Chapter 18.20.020 of the El Dorado Municipal Code is added to read as follows:

18.20.010 Animals at Youth Recreational Facilities:

A. Animals are not allowed in common areas where youth recreational events are conducted by the City of El Dorado, KS; these areas include but are not limited to: the ball fields, in or around the bleachers, near the concession stands and on walking paths immediately around the fields.
B. This shall not apply to any animal who meets the definition of assistance dog, guide dog, hearing assistance dog, professional therapy dog, or service dog under the City of El Dorado Municipal Code Section 6.04.010. All such animals must be identified as provided for in Section 6.14.010 of the City of El Dorado Municipal Code.

<u>Section 3</u>: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

<u>Section 4:</u> That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

<u>Section 5</u>: That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

<u>Section 6</u>: In all other respects, Chapter 18 shall be and remain unchanged.

<u>Section 7</u>: That the City Clerk is hereby ordered and directed to cause this ordinance to be published once in the official city newspaper.

PASSED AND APPROVED by the Governing Body on this ___ day of _____, 2021.

(SEAL) ________________________________

Bill Young, Mayor

ATTEST

____
Tabitha Sharp, City Clerk

APPROVED AS TO FORM

____
Ashlyn Lindskog, City Attorney

ORDINANCE NO. G-1362

AN ORDINANCE OF THE CITY OF EL DORADO AMENDING TITLE 18 OF THE CITY OF EL DORADO, KANSAS MUNICIPAL CODE RELATING TO CURFEWS FOR PARK FACILITIES

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

<u>Section 1:</u> Chapter 18.04 of the El Dorado Municipal Code is amended to read as follows:

18.04.010 Definitions.
As used in this title:

"Dawn" shall mean the first appearance of daylight in the morning.
"Dusk" shall mean the state or period of partial darkness between day and night; the dark part of twilight.
"Park" shall mean an area of land, usually in a largely natural state, for the enjoyment of the public, having facilities for rest and recreation, owned by the City of El Dorado, Kansas.

18.04.020 Parks:

Central Park	200 N Griffith
Dog Park	400 E. Locust
East Park	100 S. Woodland
El Dorado Disc Golf Course	604 SW Haverhill Rd
Forest Park	900 N. Taylor
Gordy Park	300 S. Gordy
Graham Park	1600 Edgemoor Dr.
Library Park	600 S. Taylor
Martin Playground	400 S Haverhill
McCollum Park	200 E. McCollum
North Main Park	1000 N. Main
Rice Park	100 Random Rd
RIO Park	900 Osage
Riverview Park	800 River Road
South Summit Park	500 S. Summit
Summit Park	200 N. Summit
Walnut River Complex	1384 NE Shady Creek

18.04.035 Recreational Facilities with Lighting:
Sam Binter Tennis Courts
Basketball Court at Gordy Park

Section 2: Chapter 18.08.010 of the El Dorado Municipal Code:

18.08.010 Park Hours:

A. All of the parks in the city designated in this chapter shall be closed to the public from dusk to dawn except for during events sanctioned by the City of El Dorado, Kansas.
B. The City Manager may approve events outside of these hours if request is received thirty (30) days prior to the event.
C. Facilities defined in section 18.04.035 being used for their intended purpose, shall be exempt from this rule.

Section 3: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may later be declared unconstitutional.

Section 4: That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5: That the City Clerk is hereby ordered and directed to cause this ordinance to be published once in the official city newspaper.

PASSED AND APPROVED by the Governing Body on this ___ day of _____, 2021.

(SEAL)

____
Bill Young, Mayor

ATTEST

____
Tabitha Sharp, City Clerk

APPROVED AS TO FORM

____
Ashlyn Lindskog, City Attorney

TO: City Commission
FROM: Kevin Wishart, Parks and Recreation Director
SUBJ: Graham Park North Playground Equipment Bid Approval
DATE: October 19, 2021

Background:
The Sales Tax Committee recommended approval of funding for new equipment for youth from age 2-5 at Graham Park in the amount of $50,000 to be spent in 2021. Three companies submitted bids for the equipment; the Park and Recreation Advisory board recommended three options for public voting.

Staff posted the options to social media for voting; the overwhelming choice was the design submitted by ABCreative, Inc.

Policy Issue:
The City Commission reviews the bids; and awards the contract to the best bidder.

Strategic Priority:
Enhance recreation opportunities for the citizens of El Dorado as outlined in the Connect 2025 Parks and Recreation Master Plan.

Alternatives:
Staff has determined the following options exist with respect to this issue *(listed in no particular order)*:

- Accept the bid and design from ABCreative, Inc.
- Accept the bid and design from Athco, Inc.
- Accept the bid and design from Playscapes, Inc.
- Reject all bids and designs and submit again to vendors.

Fiscal Impact:
Staff recommends accepting the bid from ABCreative, Inc. in an amount not to exceed $50,000. The playground mulch, and site preparation will be paid for through the department budget or special park funds. Installation will be completed by staff.

Legal Review:
N/A

Trade-offs:
The existing north playground is well used and is at the end of its useful life; a decision to reject all bids will force staff to spend funds on necessary repairs in order for the equipment to continue to be used safely. Replacement parts will be difficult if not impossible to find for this equipment; should they not be available, the equipment will need to be removed.

Staff Recommendation:
Staff recommendation is to approve the bid from ABCreative and move forward with installation.

Commission Actions:

Commissioner _______________ moved to approve the bid from ABCreative for playground equipment at Graham Park.

Commissioner _______________ seconded the motion.

Return to Agenda

Next Item

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Orscheln's Industrial Revenue Bond Closing
DATE: November 5, 2021

Background: On September 3, 2019, the City Commission adopted a resolution providing for the issuance of $3.9 million of its industrial revenue bonds (IRBs) for Orscheln Farm and Home LLC as an economic development incentive for developing a retail store in El Dorado. The IRB provided the company with a sales tax exemption on the purchase of construction materials need for the project.

Orschlen's will pay property taxes on the project because of the establishment of a tax increment financing (TIF) district created to facilitate the financing of public infrastructure to support the project.

Policy Issue: NA – The City Commission is taking action on a previously authorized action.

Strategic Priority: The City's Strategic Plan states, "The *City of El Dorado actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community."*

Fiscal Impact: There is not fiscal impact of this action to the City. The action will end the sales tax exemption on construction materials previously granted.

Legal Review: The City's bond counsel has reviewed and prepared the documents.

Trade-offs: NA – The City Commission is taking action on a previously authorized action.

Staff Recommendation: Staff recommends approval of the ordinance finalizing the IRBs to Orscheln Farm and Home, LLC.

Commission Actions:

Commissioner __________ moved to approve Ordinance No. G-1363, an ordinance authorizing the City of El Dorado, Kansas to issue its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) for the purpose of the acquisition, construction, and equipping a commercial facility; and authorizing certain other related documents and actions.

Commissioner __________ seconded the motion.

Return to Agenda

Next Item

GILMORE & BELL, P.C.
11/08/2021

ORSCHELN FARM AND HOME L.L.C.
AS TENANT

CITY OF EL DORADO, KANSAS
AS ISSUER

ORSCHELN FARM AND HOME L.L.C.
AS PURCHASER

BOND PURCHASE AGREEMENT

$3,921,305.84
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

BOND PURCHASE AGREEMENT

$3,921,305.84
CITY OF EL DORADO, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)
Dated: December 2, 2021

THIS AGREEMENT is entered into December 2, 2021 (the "Sale Date"), between Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant"), the City of El Dorado, Kansas (the "Issuer") and Orscheln Farm and Home L.L.C., Moberly, Missouri (the "Purchaser"), collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

SECTION 1. RECITALS.

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds to finance the acquisition, construction, and equipping of a commercial facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of December 1, 2021 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq*. (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated December 2, 2021, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on November 15, 2021 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated December 1, 2021 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

(c) In order to induce the Purchaser to enter into this Bond Purchase Agreement and to purchase the Bonds at a price and bearing interest at the rate or rates set forth in the Indenture, the Issuer and the Tenant have joined in this Bond Purchase Agreement.

(d) The proceeds of the sale of the Bonds are to be applied to payment of Project Costs (as defined in the Indenture), all as set forth in the Project Lease, Ordinance and Indenture.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on December 2, 2021, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price equal to the par amount of the Bonds issued (the "Purchase Price"). The Purchaser acknowledges and agrees that it will be receiving the Bonds in compensation for the expenditures it made, as Tenant under the Project Lease, to construct, renovate and equip the Project, as fully set forth in the Payment Schedules submitted pursuant to the terms of the Project Lease, and that the Bonds will constitute full payment for these costs.

The date of such delivery and payment is herein called the "Issue Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Issue Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Indenture and the Bonds shall have the maturities and interest rates as set forth therein. The Bonds shall contain such other provisions as are described in the Indenture.

(b) The Parties acknowledge and agree that: (1) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser; (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (3) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer, except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (4) the Issuer and the Tenant have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the "Blue Sky" laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available for examination by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer and the Tenant that as of the date hereof and at the Closing Time:

(a) Purchaser, pursuant to all necessary corporate action, is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Indenture and Project Lease authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Project, the Tenant or security for payment of the Bonds.

(c) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (1) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (2) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities Act of 1933, as amended, or any applicable state securities law and that (3) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

(d) The Purchaser will indemnify and hold harmless the Issuer and its officials, and each person, if any, who controls the Issuer within the meaning of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, against any losses, claims, damages, or liabilities to which the Issuer may become subject under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, the blue sky or securities laws of any state, or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon the sale, redistribution or other disposition of the Bonds in a transaction which amounts to a public offering and is in violation of the Purchaser's covenants in subsection (c) above, and it will reimburse the Issuer for any legal or other expenses reasonably incurred by it in connection with investigating, defending, or preparing to defend any such action or claim.

SECTION 4. ISSUER'S REPRESENTATIONS.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements made in such certificate.

SECTION 5. REPRESENTATIONS OF THE TENANT.

The Tenant makes the following representations as of the Closing, all of which will continue in effect subsequent to the Closing:

(a) The Tenant is a duly formed Missouri limited liability company, duly authorized to do business under the laws of the State of Kansas.

(b) The Tenant has full power and authority to enter into, execute and deliver the Site Lease, the Project Lease, and this Bond Purchase Agreement (the "Tenant Documents"), and to perform its obligations thereunder, all of which have been duly authorized by all proper and necessary corporate action, and no consent or approval of parties not signatories to this Bond Purchase Agreement or of any public authority other than the Issuer is necessary to carry out the same.

(c) The execution, delivery and performance by the Tenant of the Tenant Documents will not conflict with or constitute a material violation or breach of or a default under its articles of organization or operating agreement, or any mortgage, indenture, deed of trust, contract, instrument or agreement binding on it or affecting its property, or any provision of law or order, rule, regulation, ordinance or decree of any court, government or governmental body having jurisdiction over the Tenant or any of its property.

(d) To the actual knowledge of the members of the Tenant and the officers of the Tenant signing this Bond Purchase Agreement, there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this Bond Purchase Agreement, threatened, against the Tenant, its officers, members or property except (i) that arising in the normal course of the its business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the management of the Tenant will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the management of the Tenant, materially adversely affect the Tenant's operations or condition, financial or otherwise.

(e) The financial statements of the Tenant presented to the Purchaser, except as noted therein, present fairly and accurately the financial condition of the Tenant as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the periods involved. The Tenant has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Tenant, financial or otherwise, other than as set forth in such financial statements.

SECTION 6. REPRESENTATIONS TO SURVIVE CLOSING.

The representations, warranties, agreements, and indemnities of the Issuer, the Tenant and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer, the Purchaser, the Tenant of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease, and the Project Lease.

SECTION 7. CONDITIONS OF CLOSING.

The Purchaser's obligations to purchase the Bonds are subject to fulfillment of the following conditions at or before Closing:

(a) The representations of the Issuer the Tenant hereunder must be true on and as of the Issue Date and must be confirmed by certificates dated as of the Closing;

(b) Neither the Issuer nor the Tenant has defaulted in the performance of any of their respective covenants hereunder;

(c) The Purchaser must receive at the Closing:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Purchaser and its counsel,

(ii) an opinion of counsel for the Tenant, dated as of the Closing, in form and substance satisfactory to Bond Counsel,

(iii) an opinion of counsel for the Issuer, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel,

(iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser and its counsel, of an authorized official of the Issuer dated the date of the Closing to the effect that (A) each of the representations of the Issuer set forth in *Section 4* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Issuer set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with; and (B) no litigation is pending, or to such official's knowledge, threatened, to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, the proceedings or authority under which they are issued, the existence of the Issuer, the authority of the Issuer to enact the Ordinance or enter into the Indenture, the Project Lease or the Bond Purchase Agreement, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds, and (C) that none of the proceedings authorizing issuance of the Bonds or execution and delivery of the bond documents has been repealed, revoked or rescinded.

(v) a certificate or certificates, satisfactory in form and substance to Bond Counsel and to the Purchaser and its counsel, of authorized officers of the Tenant, dated the date of Closing to the effect that each of the representations of the Tenant set forth in *Section 5* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Tenant set forth in this Bond Purchase

Agreement to be complied with at or prior to the Closing has been complied with as of such time;

(vi) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture and Project Lease, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

SECTION 8. PAYMENT OF EXPENSES

If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Tenant out of the proceeds of the Bonds or other Tenant funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) fees and disbursements of the Tenant legal counsel; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Trustee; and (6) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for payment of the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the purchase of the Bonds.

SECTION 9. NOTICES AND OTHER ACTIONS.

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

The Issuer:	City of El Dorado, Kansas 220 E. First Avenue El Dorado, Kansas 67042
The Tenant	Orscheln Farm and Home L.L.C. 1800 Overcenter Drive P.O. Box 698 Moberly, Missouri 65270
The Purchaser	Orscheln Farm and Home L.L.C. 1800 Overcenter Drive P.O. Box 698 Moberly, Missouri 65270

SECTION 10. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer and the Tenant contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 11. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

ORSCHELN FARM AND HOME L.L.C.
MOBERLY, MISSOURI
as Purchaser

Date: ______________
Time: ____:____ __.m.

By: ____________________________
Name: ____________________________
Title: ____________________________

Accepted and agreed to as of
the date first above written.

ORSCHELN FARM AND HOME L.L.C.
as Tenant

Date: ______________
Time: ____:____ __.m.

By: ____________________________
Name: ____________________________
Title: ____________________________

CITY OF EL DORADO, KANSAS
as Issuer

Date: ______________
Time: ____:____ __.m.

By: _______________________________
Mayor

ATTEST: (Seal)

By: _______________________________
City Clerk

600203.20084\BPA

GILMORE & BELL, P.C.
11/08/2021

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$3,921,305.84

CITY OF EL DORADO, KANSAS

TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

Dated December 2, 2021

$3,921,305.84
CITY OF EL DORADO, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

Closing: December 2, 2021

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of El Dorado, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on December 2, 2021 through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

1. City of El Dorado, Kansas ("Issuer")
2. Orscheln Farm and Home L.L.C. ("Tenant" and "Purchaser")
3. Security Bank of Kansas City ("Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Martin, Pringle, Oliver, Wallace and Bauer, L.L.P. ("Issuer's Counsel")
6. Patrick O'Loughlin, Esq. ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a CD-ROM is requested before closing.

* * *

CLOSING LIST

Document
<u>Number</u>

BASIC BOND DOCUMENTS:

1. Trust Indenture

2. Site Lease

3. Project Lease

4. Bond Purchase Agreement

ADDITIONAL ISSUER DOCUMENTS:

5. Abstract of Minutes
   a. Relating to Resolution of Intent
   b. Relating to Ordinance No. [_____]

6. Resolution of Intent

7. Bond Ordinance

8. Summary Bond Ordinance and Affidavit of Publication of Summary Bond Ordinance

9. Specimen Series 2021 Bond
   a. Certificate of Bond Printer

10. Certificates of Manual Signature
    a. Mayor
    b. City Clerk

11. Issuer's Closing Certificate

12. Information Statement filed with the Kansas Board of Tax Appeals

13. Letter of Complete and Timely Filing with Kansas Board of Tax Appeals

14. Certificate of Issuance filed with the Kansas Board of Tax Appeals

15. Notice of Site Lease and Project Lease

16. Assignment of Site Lease and Project Lease

DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:

17. Tenant's Closing Certificate with Exhibits
    a. Articles of Organization
    b. Operating Agreement
    c. Authorizing Resolution
    d. Expected Use of Bond Proceeds
    e. Certificate of Good Standing for Tenant from Kansas Secretary of State

18. Evidence of Title

MISCELLANEOUS DOCUMENTS:

19. Trustee's Receipt and Closing Certificate

20. Purchaser's Receipt and Closing Certificate

21. Closing Memorandum

LEGAL OPINIONS:

22. Bond Counsel Opinion

23. Opinion of Counsel for the Issuer

24. Opinion of Counsel for the Tenant

* * *

ISSUER'S CLOSING CERTIFICATE

$3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and City Clerk of the City of El Dorado, Kansas (the "Issuer") and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the "Bonds"), hereby certify as of December 2, 2021, as follows:

1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.

1.2. **Meetings**. The meetings of the City Commission at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3. **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

Name	**Title**	**Term of Office**
Bill Young	Mayor	01/2020 to 12/2021
Matt Guthrie	Commissioner	01/2018 to 12/2021
Gregg Lewis	Commissioner	04/2015 to 12/2023
Nick Badwey	Commissioner	04/2009 to 12/2021
Kendra Wilkinson	Commissioner	04/2015 to 12/2023
Vince Haines	Mayor	04/2015 to 01/2020
Tabitha Sharp	City Clerk	04/2010 to DATE

1.4. **Official Newspaper.** The *Butler County Times - Gazette* is the Issuer's official newspaper and was the official newspaper on the date of publication of (1) the Ordinance, and (2) the Notices required pursuant to K.S.A. 12-1740 *et seq.* (the "Act").

2. ISSUER DOCUMENTS

2.1. **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds to be furnished to Orscheln Farm and Home L.L.C., the original purchaser of the Bonds (the "Purchaser"), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief full, true and complete; none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. **Execution of Bonds and Bond Documents.** We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount $3,921,305.84, consisting of a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the "Issuer Documents") authorized by Ordinance No. [_____] (the "Ordinance"):

(i) a Trust Indenture dated as of December 1, 2021 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds;

(ii) a Site Lease dated as of December 1, 2021 (the "Site Lease"), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds;

(iii) a Project Lease dated as of December 1, 2021 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2021 Bonds by the Issuer to Orscheln Farm and Home L.L.C., Moberly, Missouri (the "Purchaser").

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of said Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. **Enforceability of Documents.** To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. **Representations and Warranties**. To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

3. LEGAL MATTERS; PROJECT

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer.

3.2. **Non-Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for payment of the Bonds.

3.3 **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

4. MISCELLANEOUS

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Indenture, the Trustee is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Indenture.

4.2. **Deposit of Bond Proceeds**. The Trustee, in accordance with the requirements of the Indenture, is hereby directed to deposit the proceeds of the Bonds into the funds and accounts established under and in accordance with the provisions of the Indenture; subject, however, to the provisions of *Section 4.1* of the Project Lease.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF EL DORADO, KANSAS

[SEAL]

____

Bill Young, Mayor

ATTEST:

____

Tabitha Sharp, City Clerk

When Recorded Return to:
Angie Sizemore
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

NOTICE OF SITE LEASE AND PROJECT LEASE

Notice is hereby given as of December 2, 2021, that Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant") has leased real property located in Butler County, Kansas, described in ***Schedule I*** attached hereto (the "Project") to the City of El Dorado, Kansas an incorporated city of the second class duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of December 1, 2021 (the "Site Lease").

Notice is hereby further given as of December 2, 2021, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2021 (the "Project Lease").

The Site Lease and Project Lease expire on June 1, 2022, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of El Dorado, Kansas as of the day and year first above written.

CITY OF EL DORADO, KANSAS

____
Bill Young, Mayor

____
[SEAL] Tabitha Sharp, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

This instrument was acknowledged before me on _______________, 2021 by Bill Young as Mayor and by Tabitha Sharp as City Clerk of the City of El Dorado, Kansas, a municipal corporation.

____
[SEAL] Notary Public

____
Typed or Printed Name of Notary Public

My Appointment Expires:

____

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

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

Lot 1, Block A, Central and School Road Commercial Estates, El Dorado, Butler County, Kansas

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

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

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 11.1* and *12.1* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

When Recorded Return to:
Angie Sizemore
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

ASSIGNMENT OF SITE LEASE AND PROJECT LEASE

WHEREAS, the City of El Dorado, Kansas, an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of December 1, 2021 (the "Site Lease") with Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant") of real property described in ***Schedule I*** attached hereto (the "Real Property"); and

WHEREAS, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of December 1, 2021 (the "Project Lease"); and

WHEREAS, the Site Lease and Project Lease are for terms beginning as of December 2, 2021, and expiring June 1, 2022; and

WHEREAS, the Issuer has issued its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas, has been designated as trustee (the "Trustee") pursuant to the terms of a Trust Indenture dated as of December 1, 2021 (the "Indenture") between the Issuer and the Trustee, and under the Indenture the Trustee is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Indenture, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

NOW, THEREFORE, in consideration of the acceptance by the Trustee of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of December 2, 2021 assign to the Trustee all of its right, title and interest in the Site Lease and the Project Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the Indenture the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Trustee under the Indenture.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City of El Dorado, Kansas, has set its hand by its Mayor and attested by the City Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

CITY OF EL DORADO, KANSAS

____
Bill Young, Mayor

____
[SEAL] Tabitha Sharp, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

This instrument was acknowledged before me on _______________, 2021 by Bill Young as Mayor and by Tabitha Sharp as City Clerk of the City of El Dorado, Kansas, a municipal corporation.

____
[SEAL] Notary Public

____
Typed or Printed Name of Notary Public

My Appointment Expires:

____

ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting trust officer of Security Bank of Kansas City, hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and the Project Lease by the City of El Dorado, Kansas (the "Issuer") of all of its rights and interest in and to the Site Lease and the Project Lease dated as of December 1, 2021, between the Issuer, and Orscheln Farm and Home L.L.C., as Tenant.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as Trustee

By: ____________________________
Name: ____________________________
Title: ____________________________

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF___________)

This instrument was acknowledged before me on the ____ day of _____________ 2021, by ____________________, ___________________ of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

____
Notary Public

My Appointment Expires:

____

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

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

> Lot 1, Block A, Central and School Road Commercial Estates, El Dorado, Butler County, Kansas

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

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

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 11.1* and *12.1* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

BEFORE THE BOARD OF TAX APPEALS
OF THE STATE OF KANSAS

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of El Dorado, Kansas issued its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) dated December 2, 2021 in the principal amount of $3,921,305.84, on the ______ day of December, 2021.

City of El Dorado, Kansas

By: ______________________________
Authorized Officer

BOTA Filing No.:_________________

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Dominic Eck, Esq., of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Taxable Industrial Revenue Bonds; that he has read the foregoing Certificate of Issuance and knows of his own personal knowledge that the statements set forth therein are true and correct.

By: ______________________________
Dominic Eck

SUBSCRIBED AND SWORN to before me this ____ day of December, 2021.

____
[SEAL] Notary Public

My Appointment Expires: __________________

TRUSTEE'S RECEIPT AND CLOSING CERTIFICATE

$3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)

The undersigned, a duly authorized trust officer of Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), the trustee designated in a Trust Indenture dated as of December 1, 2021 (the "Indenture") between the City of El Dorado, Kansas (the "Issuer") and the Trustee, which authorizes and secures the Issuer's Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) (the "Bonds"), hereby certifies on behalf of the Trustee:

(1) The Trustee hereby ratifies and confirms its acceptance of the duties specified for it in the Indenture, the Site Lease and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Trustee is a party have been duly executed and delivered on behalf of the Trustee by duly authorized officers of the Trustee and constitute valid and binding obligations of the Trustee, enforceable in accordance with their terms.

(2) The Trustee is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof, and has full power and authority to act as trustee, paying agent and bond registrar as provided in the Indenture and to discharge the duties imposed upon it by the Bond Documents.

(3) Pursuant to and in accordance with the provisions of the Indenture and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Trustee by a duly authorized officer or signatory of the Trustee, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Trustee, authorized to perform the acts described herein.

(4) The Trustee has delivered certificates representing the entire principal amount of the Bonds presently being issued pursuant to the Indenture to or for the account of Orscheln Farm and Home L.L.C., Moberly, Missouri, the Original Purchaser, as of the delivery of this certificate.

(5) The Trustee acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(6) The Trustee acknowledges receipt of each of the documents specified in the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

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IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed by a duly authorized trust officer this________ day of December, 2021.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas
as Trustee

By: ____________________________
Name: ____________________________
Title: ____________________________

(Signature Page to Trustee's Closing Certificate)

TENANT'S CLOSING CERTIFICATE

$3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)

I, the undersigned, hereby certify that I am the duly elected, qualified and acting President of Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of $3,921,305.84 principal amount of Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) (the "Bonds"), by the City of El Dorado, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

1. **ORGANIZATION AND AUTHORITY**

1.1. **Due Organization.** The Tenant is a limited liability company, organized and in good standing under the laws of the State of Missouri and is in good standing and duly authorized and qualified to do business in the State of Kansas.

1.2. **Articles of Organization and Operating Agreement.** The copy of the Articles of Organization of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of said Articles of Organization, as amended to date, as certified by the Secretary of the State of Kansas, and said Articles of Organization have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of said Operating Agreement, as amended to date, and said Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

2. **PROCEEDINGS AND LEGAL DOCUMENTS**

2.1. **Proceedings.** A true and correct copy of the resolution lawfully adopted by the Members of the Tenant in accordance with the laws of the Tenant's state of organization and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and are in substantially the same form and text as the copies of such documents which were presented before the Members of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

(a) Site Lease dated as of December 1, 2021 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.

(b) Project Lease dated as of December 1, 2021 (the "Project Lease"), between the Issuer and the Tenant.

(c) Bond Purchase Agreement dated as of December 2, 2021 (the "Bond Purchase Agreement"), among the Issuer, the Tenant and Orscheln Farm and Home L.L.C., as Purchaser.

2.3. **Authorization of Documents.** The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. **Representations in the Tenant Documents.** Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

3. DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS

3.1. **Location and Description of Project.** The proceeds of the Bonds are being used to finance the costs of the Project (as defined in the Project Lease). The Project consists of the acquisition, construction, and equipping of a commercial facility. The Project is located within the corporate limits of the Issuer.

3.2. **Sources and Uses of Funds.** The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

4. LEGAL MATTERS

4.1. **No Litigation.** There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

4.2. **Title to the Project.** To the best of my knowledge, based on a title insurance policy, there is at present no defect in the title to the land on which the Project is constructed, or any other property described in the Indenture, the Site Lease or the Project Lease, other than Permitted Encumbrances, if any (as defined in the Project Lease), which may materially interfere with or impair the operation of, or materially adversely affect the value of, the Project or prevent or limit the carrying out of the purposes for which the same is being used by the Tenant.

4.3. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

4.4. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Articles of Organization or Operating Agreement or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

4.5. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds.

5. **ENVIRONMENTAL MATTERS.**

5.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current.

5.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease).

5.3. **No Pending Actions.** There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

5.4. **Releases of Hazardous Substances.** Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto the Project; it has not been able to discover any such releases, and has concluded that there are none; Tenant is not aware of any such past releases involving any of its other properties, and there are no current releases on any of its properties. The terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

5.5. **Present Conditions.** Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project or any of its other properties which could give rise to an action against Tenant or to liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have signed this certificate for delivery concurrently with the issuance of the Bonds.

ORSCHELN FARM AND HOME L.L.C.

[SEAL]

By: ____________________________
Name: ____________________________
Title: ____________________________

EXHIBIT A

ARTICLES OF ORGANIZATION

EXHIBIT B

OPERATING AGREEMENT

EXHIBIT C

RESOLUTION

EXHIBIT D

SOURCES AND USES OF FUNDS

Sources of Funds:	
Principal Amount of the Bonds	$3,921,305.84
Total	$3,921,305.84

Uses of Funds:	
Construction	$3,727,693.84
Equipment/Furnishings	48,977.00
Misc./Engineering/Fees	144,635.00
Total	$3,921,305.84

EXHIBIT E

CERTIFICATE OF GOOD STANDING

[FORM OF OPINION FOR TENANT'S COUNSEL]

(Counsel's Letterhead)

[December 2, 2021]

City of El Dorado, Kansas
El Dorado, Kansas

Orscheln Farm and Home L.L.C.
Moberly, Missouri

Security Bank of Kansas City
Kansas City, Kansas

Gilmore & Bell, P.C.
Wichita, Kansas

Re: $3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds, Series 2021
(Orscheln Project)
(the "Bonds")

Ladies and Gentlemen:

I have acted as counsel for Orscheln Farm and Home L.L.C. (the "Tenant") in connection with the issuance of the Bonds, and in that connection we have examined the originals or copies certified or otherwise identified to my satisfaction of:

(a) Articles of Organization of the Tenant and Operating Agreement of the Tenant, all as amended to date;

(b) a certificate of recent date of the Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Kansas;

(c) executed copies of the following documents (collectively, the "Tenant Documents"):

(i) a Trust Indenture dated as of December 1, 2021 (the "Indenture") between the City of El Dorado, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas, as bond trustee (the "Trustee");

(ii) a Site Lease dated as of December 1, 2021 between the Tenant, as lessor, and the Issuer, as lessee;

(iii) a Project Lease dated as of December 1, 2021 (the " Project Lease") between the Issuer, as lessor, and Tenant, as lessee;

(iv) a Bond Purchase Agreement dated as of December 1, 2021 (the "Bond Purchase Agreement") among the Issuer, the Tenant and Orscheln Farm and Home L.L.C., Moberly, Missouri, as Original Purchaser;

(d) the proceedings of the members of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents;

(e) such other documents, instruments, certificates and records as we have considered necessary for purposes of this opinion.

For purposes of this opinion I have assumed that each of the other parties to the Tenant Documents have all requisite power and authority and have taken all necessary action to execute and deliver the instruments to which it is a party and to effect the transactions contemplated thereby.

Based on the foregoing, I am of the opinion that:

1. The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, with powers adequate for carrying on the business now conducted by it, is qualified to do business and is in good standing under the laws of the State of Kansas.

2. The Tenant has full power and authority to execute and deliver the Tenant Documents and to perform its obligations thereunder; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and, subject to the qualification stated in the last paragraph of this opinion, each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under, or conflict with or violate any material provisions of, the Tenant's Articles of Organization or Operating Agreement, both as amended to date, or applicable law, and do not and will not materially conflict with or violate or result in a material adverse effect on the Tenant under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which it is a party, or any administrative regulation or court decree.

4. To my knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, to our knowledge, there is no litigation, proceeding, or investigation pending or threatened against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

My opinion that the Tenant Documents are enforceable in accordance with their terms is qualified to the extent that enforcement of the rights and remedies created by them is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

This opinion is delivered to you by me as counsel for the Tenant and is solely for your use and reliance in connection with the issuance and sale of the Bonds and may not be used or relied upon by any other person for any purpose without my prior written consent.

We consent to the inclusion of this opinion in transcripts prepared in connection with the issuance of the Bonds.

Very truly yours,

MEMBER RESOLUTION

BE IT RESOLVED BY THE MEMBERS OF ORSCHELN FARM AND HOME L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, that the City of El Dorado, Kansas (the "Issuer") shall issue its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) in the aggregate principal amount of $3,921,305.84 (the "Bonds") for the purpose of paying the costs of the acquisition, construction, and equipping of a commercial facility (the "Project"); and further

BE IT RESOLVED that the Bonds shall be issued pursuant to a Trust Indenture between the Issuer and the bond trustee named therein (the "Trustee"); and further

BE IT RESOLVED, that this company shall execute, enter into and perform a certain Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further,

BE IT RESOLVED that this company shall execute, enter into and perform a certain Project Lease (the "Project Lease") between Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further,

BE IT RESOLVED, that this company shall execute, enter into and perform a certain Bond Purchase Agreement (the "Bond Purchase Agreement") between this company, the Issuer and Orscheln Farm and Home L.L.C., Moberly, Missouri, as Underwriter, relating to the sale and purchase of the Bonds; and further

BE IT RESOLVED, that the president or any vice-president of this company be and is hereby authorized and directed to execute and deliver the Site Lease, Project Lease, and Bond Purchase Agreement (the "Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED, that the officers of this company be and hereby are authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED, that the officers of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

I, the undersigned manager of Orscheln Farm and Home L.L.C., hereby certify that the foregoing Resolutions are hereby lawfully adopted by the members of Orscheln Farm and Home L.L.C. and the same are presently in full force and effect as of the ______ day of ____________________.

ORSCHELN FARM AND HOME L.L.C.

By: ___________________________
Name: ___________________________
Title: Manager

[FORM OF OPINION FOR COUNSEL TO ISSUER]

December 2, 2021

Gilmore & Bell, P.C.
Wichita, Kansas

Orscheln Farm and Home L.L.C.
Moberly, Missouri

Governing Body
City of El Dorado, Kansas

Re: $3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of El Dorado, Kansas (the "Issuer"), and acting as its counsel I have advised the Issuer in connection with its Ordinance No. [_____] (the "Ordinance"); a Site Lease dated as of December 1, 2021, between the Issuer and Orscheln Farm and Home L.L.C. (the "Tenant"); a Project Lease dated as of December 1, 2021, between the Issuer and the Tenant, a Trust Indenture dated as of December 2, 2021 between the Issuer, and Security Bank of Kansas City, Kansas City, Kansas, as Trustee; a Bond Purchase Agreement among the Issuer, the Tenant and Orscheln Farm and Home L.L.C., Moberly, Missouri, as Original Purchaser (collectively, the "Bond Documents") and certain other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.

2. The Issuer, acting through a majority of its governing body, did pass the Ordinance on November 15, 2021; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,

BOND PREPARATION CERTIFICATE

This will certify that the undersigned has caused to be prepared and delivered one original Bond certificate in the aggregate principal amount of $3,921,305.84 for the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project); and one SPECIMEN Bond.

GILMORE & BELL, P.C.

By: ____________________________

PURCHASER'S CERTIFICATE AND RECEIPT

$3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)

Orscheln Farm and Home L.L.C. (the "Purchaser"), hereby certifies that the Purchaser received from Security Bank of Kansas City, Kansas City, Kansas, as Trustee on behalf of the City of El Dorado, Kansas (the "Issuer") the Issuer's Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project), in an aggregate principal amount of $3,921,305.84, dated as of December 2, 2021. Issued by the Issuer and received by the Purchaser was one Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

Said Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the City Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Trustee.

DATED _______________, 2021.

ORSCHELN FARM AND HOME L.L.C.

By: ____________________________
Name: ____________________________
Title: ____________________________

[FORM OF OPINION OF BOND COUNSEL]

December 2, 2021

Governing Body
City of El Dorado, Kansas

Orscheln Farm and Home L.L.C.
Moberly, Missouri

Security Bank of Kansas City
Kansas City, Kansas

Re: $3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of El Dorado, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act") and a Trust Indenture (the "Indenture") dated as of December 1, 2021 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and Orscheln Farm and Home L.L.C. (the "Tenant") contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Patrick O'Loughlin, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the status and due organization of the Tenant, (b) the power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the second class duly organized and existing under the laws of the State of Kansas (the "State"), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Indenture, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer.

3. The Bonds are payable solely from the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Indenture, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Indenture creates a valid lien on the Trust Estate pledged and assigned by the Issuer to the Trustee under the Indenture for the benefit and security of the owners of the Bonds, on a parity with other bonds, if any, issued or to be issued as Additional Bonds under the Indenture.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Site Lease and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS/DLE:aws

GILMORE BELL

One Main Place – 100 North Main, Suite 800
Wichita, Kansas 67202-1311

(316) 267-2091 / (316) 262-6523 FAX / gilmorebell.com

[November 25, 2021]

To: The Attached Distribution List

Re: $3,921,305.84
City of El Dorado, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Orscheln Project)
(the “Bonds”)

CLOSING MEMORANDUM

Preclosing:

The pre-closing for the Bonds is scheduled for December 1, 2021 at the offices of Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”). At the pre-closing all documents on the Closing List will be assembled and signature pages attached, and those present will have the opportunity to complete their review of the documents. Such documents will be held in escrow by Bond Counsel pending the closing. At the conclusion of the pre-closing, all conditions to issuance of the Bonds will have been met, and the Bonds will have been delivered to Security Bank of Kansas City (the “Trustee”) for authentication and safekeeping pending closing. Attendance at pre-closing is not required if executed documents are delivered to Bond Counsel.

Closing Time:

The closing is scheduled for approximately 10:00 a.m. on December 2, 2021 (the “Closing Time”).

Documents to be Delivered:

Orscheln Farm and Home L.L.C. (the “Company”) shall deliver to the Trustee its Requisition for Payment of Project Costs No. 1 in the form set forth on *Exhibit A* hereto, together with supporting invoices.

Delivery of Bonds:

In exchange for the delivery of its Site Lease conveying a leasehold interest in the Project to the Issuer, and in lieu of a cash reimbursement for the Project Costs paid by the Company, as set forth on *Appendix A* hereto, the Company, shall take delivery of the Bond, endorsed in the amount of $3,921,305.84.

Recording of Documents:

Gilmore & Bell, P.C. ("Bond Counsel") will file the Certificate of Issuance with the Kansas Board of Tax Appeals and will provide for the filing of the Notice of Site Lease and Project Lease and Assignment of Site Lease and Project Lease with the Butler County Register of Deeds.

Costs of Issuance:

The following Costs of Issuance shall be paid by the Company, at closing:

Gilmore & Bell, P.C. – Bond Counsel fees & expenses	$24,000
Security Bank of Kansas City – Trustee fees & expenses	$2,000

Invoices for additional costs should be submitted to the Company at the following address:

Orscheln Farm and Home L.L.C.
1800 Overcenter Drive
P.O. Box 698
Moberly, Missouri 65270

Transcripts of Proceedings:

Transcripts of the documents and proceedings relating to the issuance of the Series 2021 Bonds will be provided by Bond Counsel as follows:

1. City of El Dorado, Kansas ("Issuer")
2. Orscheln Farm and Home L.L.C. ("Tenant" and "Purchaser")
3. Security Bank of Kansas City ("Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Martin, Pringle, Oliver, Wallace and Bauer, L.L.P. ("Issuer's Counsel")
6. Patrick O'Loughlin, Esq. ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All other parties will receive copies of the transcript of proceedings in electronic format unless otherwise requested before closing.

If anyone has any questions or corrections regarding this matter, please advise the undersigned immediately.

Very truly yours,

Dominic Eck

THE CITY OF EL DORADO, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
(ORSCHELN PROJECT)

DISTRIBUTION LIST

ISSUER	SPECIAL ISSUER'S COUNSEL
CITY OF EL DORADO, KANSAS City Hall, 220 E. First Avenue El Dorado, Kansas 67042 Telephone: (316) 321-9100 Fax: (316) 321-6282 **Mr. David Dillner, City Manager** E-mail: ddillner@eldoks.com **Ms. Alyssa Warner, Director of Finance** E-mail: awarner@eldoks.com **Ms. Tabitha Sharp, City Clerk** E-mail: tsharp@eldoks.com **Ms. Kristina Traina, Administrative Assistant to the City Manager** E-mail: ktraina@eldoks.com	GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523 **Sarah O. Steele, Esq.** E-mail: ssteele@gilmorebell.com **Mitch L. Walter, Esq.** E-mail: mwalter@gilmorebell.com **Dominic L. Eck, Esq.** E-mail: deck@gilmorebell.com **Angie Sizemore, Legal Practice Assistant** E-mail: asizemore@gilmorebell.com
ISSUER'S COUNSEL	**TENANT**
MARTIN, PRINGLE, OLIVER, WALLACE AND BAUER, L.L.P. 645 E. Douglas, Suite 100 Wichita, Kansas 67202 Telephone: (316) 265-9311 **Ashlyn B. Lindskog, Esq.** E-mail: ablindskog@martinpringle.com	ORSCHELN FARM AND HOME L.L.C. 1800 Overcenter Drive P.O. Box 698 Moberly, Missouri 65270 Telephone: (617) 299-6198 **Barbara Westhues, Executive Vice President** **Patrick O'Loughlin, Counsel** **(cell: 650-814-8971)** E-mail: poloughlin@orscheln.com
CITY ECONOMIC DEVELOPMENT	**TRUSTEE**
El Dorado Inc. P.O. Box 350 El Dorado, Kansas 67042 Telephone: (316) 321-1485 **Ms. Linda Jolly, Executive Director** E-mail: lkjolly@eldorado-inc.com	SECURITY BANK OF KANSAS CITY Corporate Trust Department 701 Minnesota Avenue, Suite 206 P.O. Box 171297 Kansas City, Kansas 66117 **Ms. Bonnie Mosher, Vice President** Telephone: (316) 765-2844 Email: bmosher@securitybankkc.com **Ms. Lisa Shatto, Corporate Trust Officer** Email: lshatto@securitybankkc.com

GILMORE BELL

CITY OF EL DORADO, KANSAS
$3,921,305.84
TAXABLE INDUSTRIAL REVENUE BONDS
(ORSCHELN PROJECT)

November 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FINANCING SCHEDULE

Following is a tentative financing schedule. If you have any comments on the schedule, please advise.

City of El Dorado, Kansas	**"Issuer"**
Ashlyn B. Lindskog, Esq.	**"Issuer's Attorney"**
Orscheln Properties Co. L.L.C.	**“Tenant” and "Purchaser"**
Security Bank of Kansas City	**"Trustee"**
Patrick O'Loughlin, Esq.	**"Tenant’s Counsel"**
Gilmore & Bell, P.C.	**"Bond Counsel"**

DATE	***DESCRIPTION***	***RESPONSIBLE PARTY***	***COMPLETED***
	Adoption of Resolution of Intent	**Issuer**	**X**
10/19/21	**Distribute first draft of bond documents**	**Bond Counsel**	**X**
11/03/21	**Comments due on first draft of bond documents**	**All**	**X**
11/10/21	**Distribute revised drafts of bond documents**	**Bond Counsel**	**X**
11/10/21	**Final Ordinance to City**	**Bond Counsel**	**X**
11/15/21	**Consideration of Ordinance**	**Issuer/Bond Counsel**	
11/16/21	**Ordinance to Newspaper**	**Bond Counsel**	
11/20/21	**Publication of Ordinance**	**Bond Counsel**	
11/23/21	**Deadline for filing BOTA informational statement**	**Bond Counsel**	
12/01/21	**Distribute Closing Letter and Print bonds**	**Bond Counsel**	
12/01/21	**Preclosing**	**All**	
12/02/21	**Closing**	**All**	

GILMORE & BELL, P.C.
11/08/2021

CITY OF EL DORADO, KANSAS

AS ISSUER

AND

SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS

AS TRUSTEE

TRUST INDENTURE

DATED AS OF DECEMBER 1, 2021

$3,921,305.84
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

TRUST INDENTURE

Table of Contents

ARTICLE IV

FORM OF BONDS

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

ARTICLE VI

REVENUES AND FUNDS

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

ARTICLE IX

REMEDIES ON DEFAULT

ARTICLE X

THE TRUSTEE

ARTICLE XI

SUPPLEMENTAL INDENTURES

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

ARTICLE XIII

MISCELLANEOUS PROVISIONS

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of December 1, 2021 (the "Indenture"), between the City of El Dorado, Kansas (the "Issuer"), and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee");

WITNESSETH:

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

WHEREAS, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project), in the principal amount of $3,921,305.84 (the "Series 2021 Bonds"), for the purpose of providing funds for the acquisition, construction, and equipping of a commercial facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2021 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2021 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2021 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2021 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2021 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer's Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Site Lease and Project Lease;

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

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

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the Series 2021 Bonds and any Additional Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

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

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

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

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

“Additional Bonds” means any Bonds issued in addition to the Series 2021 Bonds pursuant to *Section 2.09* of this Indenture.

“Authorized Denomination” means $100,000 or any amount in excess thereof.

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

“Bond” or **“Bonds”** means the Series 2021 Bonds and any Additional Bonds.

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

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Issuer and the Original Purchaser.

“Bond Registrar” means the Trustee**.**

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

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

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

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

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

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

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

“**Dated Date**” means the Issue Date.

"Debt Service Fund" means the "City of El Dorado, Kansas Debt Service Fund (Orscheln Project)" authorized and established with the Trustee pursuant to the Indenture.

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

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

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

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Tenant within such period and diligently pursued until such default is corrected; or

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

"Funds and Accounts" means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

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

"Improvements" means all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

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

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2021 Bonds, interest will be payable at Maturity.

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

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

(a) Government Securities;

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

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit;

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

(e) any investment in shares or units of a money market fund or trust rated "AAAm" or "AAAm-G" or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);

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

"Issue Date" means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the Purchase Price.

"Issuer" means the City of El Dorado, Kansas, a city of the second class organized under the laws of the State, and its successors and assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Notice Representative" means:

(1) With respect to the Tenant, its President at its Notice Address (as defined in the Project Lease).

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

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

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Series 2021 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means Orscheln Farm and Home L.L.C., Moberly, Missouri.

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

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

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment or redemption in accordance with the provisions of *Section 12.02* of this Indenture; and

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

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

"Paying Agent" means the Trustee.

"Payment Date" means any Interest Payment Date or any Principal Payment Date.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2021 Bonds, the Principal Payment Date is June 1, 2022.

"Project" means the Real Property and the Improvements.

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

"Project Costs" means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Real Property and such of the Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2021 Bonds;

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

(c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;

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

(e) the cost of the title insurance policies in accordance with *Article VI* of the Project Lease;

(f) interest accruing on the Series 2021 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the "City of El Dorado, Kansas Project Fund (Orscheln Project)" authorized and established with the Trustee pursuant to the Indenture.

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

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Real Property" means the real property (or interests therein) described in *Schedule I* to the Project Lease.

"Record Date" means the fifteenth day of the month preceding each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Indenture.

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

"Series 2021 Bonds" means the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) dated December 2, 2021 in the aggregate principal amount of $3,921,305.84.

"Site Lease" means that certain Site Lease dated as of December 1, 2021, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

"State" means the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

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

"Tenant" means Orscheln Farm and Home L.L.C., a Missouri limited liability company, its successors and assigns.

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

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

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

Section 1.02. Rules of Interpretation.

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

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

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

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

ARTICLE II

THE BONDS

Section 2.01. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to the $3,921,305.84 principal amount of Series 2021 Bonds and any Additional Bonds permitted hereunder.

Section 2.02. Limited Nature of Obligations.

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

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

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. The Bonds shall be substantially in the form set forth in *Article IV* of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

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

Section 2.04. Method and Place of Payment of Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

Section 2.05. Execution and Authentication of Bonds.

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

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

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2021 Bonds and any Additional Bonds as provided in this Indenture.

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

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

(d) Any proposed transfer of Series 2021 Bonds shall be made by the Trustee only upon delivery to the Trustee, the Issuer and the Tenant of an opinion of counsel to the proposed transferor either (1) that the proposed transfer is a part of a transaction exempt from the application of the Securities Act of 1933, as amended (the "1933 Act"), or (2) that the transfer is a part of a transaction that is in compliance with the registration provisions of the 1933 Act, which opinion shall be in form and substance acceptable to both the Trustee, the Issuer and the Tenant.

(e) All of the duties of the Trustee set forth in this *Section 2.06* may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 2.07. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and premium, if any, and, interest on any such Bond shall be made only to or upon the order of such registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.08. Authorization of Series 2021 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture, a series of Bonds in the aggregate principal amount of $3,921,305.84 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project)." The Series 2021 Bonds shall be dated as of the Dated Date, shall become due on the Principal Payment Dates in the years and in the respective principal amounts (subject to prior redemption as hereinafter provided in *Article III*) and shall bear interest from their effective date of registration or the Interest Payment Date to which interest has been paid, at the rates per annum (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Stated Maturity	Principal Amount	Interest Rate

June 1, 2022	$3,921,305.84	4.00%

(b) Interest on the Series 2021 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2021 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2021 Bonds.

(d) Upon the original issuance and delivery of the Series 2021 Bonds, the effective date of registration thereof shall be their Dated Date.

(e) The Series 2021 Bonds shall be substantially in the form and manner set forth in *Article IV* hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the Ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2021 Bonds and the execution of this Indenture and the Project Lease.

(ii) An original executed counterpart of this Indenture.

(iii) An original executed counterpart of the Site Lease.

(iv) An original executed counterpart of the Project Lease.

(v) An opinion of Bond Counsel to the effect that the Series 2021 Bonds constitute valid and legally binding obligations of the Issuer.

(vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2021 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2021 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2021 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2021 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof.

Section 2.09. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2021 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

(i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.

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

(iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act.

(iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated Redemption Date and any expenses in connection with such refunding.

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

(c) Such Additional Bonds shall have the same designation as the Series 2021 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of *Article III* of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2021 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

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

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

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

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer.

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

(vi) A copy of the written consent of the Original Purchaser.

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

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in *Article V* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

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

Section 2.10. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in denominations of $5,000 or any integral multiple thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.12. Cancellation and Destruction of Bonds Upon Payment.

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

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee.

Section 2.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity, and no interest shall accrue for the period after such date.

Section 2.14. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Owner(s) of Bonds for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Owner(s) of Bonds, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by Maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Series 2021 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 3.02. Redemption of Series 2021 Bonds. The Series 2021 Bonds shall be subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

Section 3.03. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 3.04. Trustee's Duty to Redeem Bonds. The Trustee shall call bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the Redemption Date. Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof upon receipt by the Trustee at least 45 days prior to the proposed Redemption Date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Tenant. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided herein, no request from the Issuer or instructions from the Tenant shall be necessary.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the Redemption Date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 3.06. Effect of Call for Redemption. Prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified Redemption Date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FORM OF BONDS

Section 4.01. Forms Generally. The Series 2021 Bonds, and the Trustee's certificate of authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Funds and Accounts. There are hereby authorized to be established in the custody of the Trustee the following Funds and Accounts:

(a) "City of El Dorado, Kansas Project Fund (Orscheln Project)"

(b) "City of El Dorado, Kansas Debt Service Fund (Orscheln Project)"

The Trustee may create separate subaccounts in any Fund or Account for each series of Bonds issued pursuant to the Indenture.

Section 5.02. Deposit of Bond Proceeds and Other Moneys. Except as otherwise provided in *Section 4.1* of the Project Lease, the net proceeds received from the sale of the Series 2021 Bonds and certain other funds shall be deposited simultaneously with the delivery of the Series 2021 Bonds into the Project Fund.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Deposits into the Project Fund. In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.

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

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

(e) Except as otherwise provided herein or in the Project Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction of the Improvements, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund

Section 6.02. Disbursements from the Project Fund.

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

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

Section 6.03. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

Section 6.04. Deposits into the Debt Service Fund. In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

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

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Section 6.05. Application of Moneys in the Debt Service Fund.

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal, premium, if any, and interest.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent said moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Tenant may also direct such excess moneys in the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XII* hereof, shall be paid to the Tenant by the Trustee.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying

Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Project Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 7.02. Investment of Moneys in Funds. Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account

Section 7.03. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if any, and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project (as well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Project Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 8.02. Authority to Execute Indenture and Issue Bonds. The Issuer covenants, to the best of its knowledge and belief, that: (i) it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth (including the creation of a security interest therein); (ii) all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

Section 8.05. Recording and Filing. The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 8.06. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of *Articles VI, VII* and *X* of the Project Lease, the Tenant has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of Tenant.

Section 8.07. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall, at all reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease. The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of said covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

Section 8.09. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Project Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Owner(s) of Bonds owning at least 51% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

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

Section 9.02. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Owner(s) of Bonds owning not less than 25% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owner(s) of Bonds to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

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

(c) In any litigation with the Tenant after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% of the aggregate principal amount of Bonds

Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

Section 9.04. Sale in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b).*

Section 9.05. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds. No Owner(s) of Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this section to institute such action, suit or proceeding in its own name; and such knowledge and request are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owner(s) of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceedings so directed would expose the Trustee to personal liability.

Section 9.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Owner(s) of Bonds owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Application of Money Received after Event of Default.

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

first: To the payment of Default Administration Costs

second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due; and

third: To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

fourth: To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d).*

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts in the manner in which a corporate trustee ordinarily would perform said trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent corporate trust officer would exercise or use under the circumstances, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

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

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

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

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

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

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

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

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

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

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

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 10.02. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Project Lease.

Section 10.03. Notice to Owner(s) of Bonds if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

Section 10.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 10.05. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Tenant do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 10.07. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer or the Tenant; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first class mail. The Issuer or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal amount of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Project Lease, and the Tenant has failed after 30 days written notice to make such payment the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Owner(s) of Bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Site Lease or the Project Lease, and in particular in case of the enforcement of either a default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

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

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

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

Section 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 10.13. Performance of Duties under the Site Lease and Project Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Site Lease and Project Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds. The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

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

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

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

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

(e) To issue Additional Bonds as provided in *Section 2.09* hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 11.03. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to *Section 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 12.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in *Section 12.02* hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Debt Service Fund required to be paid to the Tenant under *Section 6.07(d)* hereof and except funds or securities in which such funds are invested and held by the

Trustee for the payment of the principal of, and interest accrued on, the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 12.02. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys 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 payment. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities. As a condition to the Bonds being deemed paid, the Trustee shall have received an opinion of Bond Counsel to the effect that the conditions of this Section have been satisfied.

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

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.

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

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

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

(b) In determining whether the Owner(s) of Bonds owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant or any affiliate of the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word “affiliate” means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Tenant; and for the purposes of this definition, “control” means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 13.02. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owner(s) of Bonds, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tenant and the Owner(s) of Bonds as herein provided.

Section 13.03. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, to the Notice Representative.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 13.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 13.05. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 13.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.08. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF EL DORADO, KANSAS

[SEAL]

By: ______________________________
Mayor

ATTEST:

____
City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

This instrument was acknowledged before me on the ______ day of____________, 2021 by Bill Young as Mayor of the City of El Dorado, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

____
Notary Public

My Appointment Expires:

____

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

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as Trustee

By: ____________________________
Name: ____________________________
Title: ____________________________

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF___________)

This instrument was acknowledged before me on the ____ day of _____________ 2021, by ____________________, Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

____
Notary Public

My Appointment Expires:

____

APPENDIX A

FORM OF BONDS

FACE OF THE BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE TRUSTEE, 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 TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS SERIES 2021 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2021 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. _________ $_______

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF BUTLER
CITY OF EL DORADO, KANSAS
TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2021
(ORSCHELN PROJECT)

Interest Rate:	Maturity Date:	Dated Date:

Registered Owner: ____

Principal Amount: ____Dollars

The City of El Dorado, Kansas, a body politic and corporate, incorporated as a city of second class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the principal sum identified above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable on the Maturity Date shown above, unless called for redemption prior to said Maturity Date.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office or other designated office of Security Bank of Kansas City in Kansas City, Kansas (the "Paying Agent" and "Trustee"). The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project)," in the aggregate original principal amount of $3,921,305.84 (the "Series 2021 Bonds"), issued for the purpose of providing funds to pay the costs of the acquisition, construction, and equipping of a certain commercial facility (the "Project"), to be leased by the Issuer to Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Tenant"), under the terms of a Project Lease dated as of December 1, 2021, between the Issuer and the Tenant (said Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq*. and pursuant to proceedings duly had by the governing body of the Issuer.

The Series 2021 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2021 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2021 Bonds (the Series 2021 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2021 Bonds are subject to redemption and payment prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

When any Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bonds of this series are called for redemption, Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full maturity shall be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified Redemption Date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Project Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of El Dorado, Kansas Debt Service Fund (Orscheln Project)."

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

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

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

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

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated as of December 2, 2021.

CITY OF EL DORADO, KANSAS

(Facsimile Seal)

By: ______________________________
Mayor

ATTEST:

____
City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is ___________________.

Security Bank of Kansas City
Kansas City, Kansas,
Trustee

By: _________________________________
Authorized Signature

(FORM OF ASSIGNMENT)

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

____
Print or Type Name and Address of Transferee

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

Dated: __________________

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

Signature Guaranteed By:

[Seal]

____
(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 the Trustee deems applicable

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

GILMORE & BELL, P.C.
11/08/2021

ORDINANCE NO. [___]

OF THE
CITY OF EL DORADO, KANSAS

AUTHORIZING THE ISSUANCE OF
$3,921,305.84
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

ORDINANCE NO. [___]

AN ORDINANCE AUTHORIZING THE CITY OF EL DORADO, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (ORSCHELN PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

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

A. The City of El Dorado, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq*., as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for 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 2021 (Orscheln Project) in the aggregate principal amount of $3,921,305.84 (the "Series 2021 Bonds"), for the purpose of paying the costs of the acquisition, construction, and equipping of a certain commercial facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to Orscheln Farm and Home L.L.C., a Missouri 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 2021 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2021 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;

(iii) a Project Lease (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2021 Bonds by the Issuer to Orscheln Farm and Home L.L.C., Moberly, Missouri (the "Purchaser").

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture 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, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2021 Bonds, to be designated "City of El Dorado Kansas Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project)" in the aggregate principal amount of $3,921,305.84, for the purpose of providing funds to pay the costs of the acquisition, construction, and equipping of the Project. The Series 2021 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 Indenture. The Series 2021 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2021 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2021 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance. The proposed sublease of the Project to Orscheln Farm and Home, L.L.C. is approved by the Issuer.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2021 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2021 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2021 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. 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 2021 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2021 Bonds are paid or deemed to have been paid under the Indenture.

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 2021 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 of the Ordinance or a summary thereof once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on November 15, 2021 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 El Dorado, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

____
City Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON NOVEMBER 15, 2021

The governing body of the City of El Dorado, 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)

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EL DORADO, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (ORSCHELN PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

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

Aye:

Nay:

Thereupon, the Mayor declared the 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 El Dorado, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

[SEAL]

____

City Clerk

(Published in the ***Butler County Times - Gazette*** on November 20, 2021)

SUMMARY OF ORDINANCE NO. [__]

On November 15, 2021, the governing body of the City of El Dorado, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EL DORADO, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (ORSCHELN PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2021 (Orscheln Project) in the aggregate principal amount of $3,921,305.84 (the "Series 2021 Bonds"), for the purpose of paying the costs of the acquisition, construction, and equipping of a commercial facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Orscheln Farm and Home L.L.C., a Missouri limited liability company.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 220 E. First Avenue, El Dorado, Kansas 67042. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.eldoks.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _______________, 2021.

____
City Attorney

GILMORE & BELL, P.C.
11/08/2021

CITY OF EL DORADO, KANSAS

AS ISSUER

AND

ORSCHELN FARM AND HOME L.L.C.

AS TENANT

PROJECT LEASE

DATED AS OF DECEMBER 1, 2021

$3,921,305.84
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(ORSCHELN PROJECT)

PROJECT LEASE

TABLE OF CONTENTS

Page

ARTICLE VIII

ARTICLE IX

ARTICLE X

ARTICLE XI

ARTICLE XII

ARTICLE XIII

ARTICLE XIV

ARTICLE XV

ARTICLE XVI

ARTICLE XVII

ARTICLE XVIII

ARTICLE XIX

ARTICLE XX

ARTICLE XXI

ARTICLE XXII

ARTICLE XXIII

ARTICLE XXIV

ARTICLE XXV

ARTICLE XXVI

ARTICLE XXVII

ARTICLE XXVIII

PROJECT LEASE

THIS PROJECT LEASE is made and entered into as of December 1, 2021 between the City of El Dorado, Kansas (the "Issuer"), and Orscheln Farm and Home L.L.C., a Missouri 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 its interest in 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 Indenture, the Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

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

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

ARTICLE I

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

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorney's fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorney's fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease or the Indenture except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

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

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

"Basic Rent" means the 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 Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

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

"Basic Rent Payment Date" means each Payment Date 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 Indenture.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on June 1, 2022, 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 Indenture.

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

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease.

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

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

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

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

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

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

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

(c) An Event of Bankruptcy; or

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

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

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

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

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

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

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

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

(1) With respect to the Tenant:

Orscheln Farm and Home L.L.C.
1800 Overcenter Drive
P.O. Box 698
Moberly, Missouri 65270
Attn: President

(2) With respect to the Issuer:

City of El Dorado, Kansas
City Hall
220 E. First Avenue
El Dorado, Kansas 67042
Attn: City Clerk

(3) With respect to the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117
Attn: Corporate Trust Department

“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 interest in the Real Property or (2) a certificate of title from a title insurance company evidencing Tenant's interest 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 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 Missouri 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 Indenture, 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 Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of 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 Improvements to be financed by the proceeds 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 to acquire, construct, install, equip and furnish the Project.

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 Indenture and to carry out its obligations hereunder and thereunder.

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

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

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

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

ARTICLE II

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

ARTICLE III

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

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

Section 3.3. Rent Payable Without Abatement or Setoff. The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any change 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 as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Indenture.

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

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

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

Section 5.2. Reserved.

Section 5.3. Payment of Project Costs for Buildings and Improvements. The Issuer hereby agrees to pay or reimburse the Tenant for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference.

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

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

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

Section 5.5. Completion of Project. The Tenant warrants that the Project will be occupied and used by the Tenant for its lawful business purposes throughout the Term. The Tenant further certifies as follows:

(a) The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.

(b) The Improvements have been substantially completed in a good and workmanlike manner.

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

(d) All Improvements are located or installed upon the Real Property.

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

Section 5.6. 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 5.7. Kansas Retailers' Sales Tax. The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements. The Tenant shall and covenants and agrees that it will, throughout the Term at its sole cost and expense, (a) keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and (b) shall at all times maintain general accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently $500,000 per occurrence).

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 Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee 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 Trustee and shall be payable to the Issuer, the Tenant and the Trustee 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 Trustee, as long as such payment is required by this Project Lease to be made to the Trustee. Any charges made by the Trustee 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 Trustee 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 Trustee 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 will furnish Owner’s Title Evidence of the Tenant's interest in 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 interest in the Real Property, subject to Permitted Encumbrances, or such other evidence of the Tenant’s interest in the Real Property as the City may find acceptable.

ARTICLE VII

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

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

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

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

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA"), and the Kansas Department of Health and Environment ("KDHE") then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (1) remove any material which such applicable regulations deem hazardous and require to be removed or (2) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

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

ARTICLE IX

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

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

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

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

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

ARTICLE X

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

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following condition: prior to any such removal, the Tenant shall obtain the written consent of the Owner of the Bonds and shall deliver to the Trustee a certificate signed by the Authorized Tenant Representative (A) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (B) stating the reason for such removal, (C) stating what disposition, if any, of the machinery or equipment is to be made by the Tenant after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Tenant therefor, if any, and (D) setting forth the original cost and the current fair market value of such machinery and equipment.

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 Trustee in writing of its intention so to do, and if requested by the Trustee or the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

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

ARTICLE XIV

Section 14.1. Indemnity. The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or 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 Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the 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. 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 Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(2) $100.00.

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

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

Section 17.3. Closing of Purchase. On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, 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.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

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

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

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

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

Section 18.2. Condemnation.

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

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

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

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

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

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

ARTICLE XIX

Section 19.1. Intentionally Omitted.

ARTICLE XX

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

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

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

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

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

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

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

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

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

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

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer. If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to 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 Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

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

ARTICLE XXV

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

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

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

ARTICLE XXVI

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

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

Section 26.3. 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 Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

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

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

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

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

Section 28.2. Granting of Easements. If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (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 Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an

Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

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

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

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

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

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

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

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

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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 EL DORADO, KANSAS

____
Bill Young, Mayor

(SEAL)

ATTEST:

____
Tabitha Sharp, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ___ day of ______________, 2021 by Bill Young, Mayor of the City of El Dorado, Kansas.

____
Notary Public

____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

____

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

ORSCHELN FARM AND HOME L.L.C.

By: ______________________________
Name: ______________________________
Title: ______________________________

"TENANT"

ACKNOWLEDGMENT

STATE OF ________________________)
) SS:
COUNTY OF ______________________)

This instrument was acknowledged before me on the ____ day of ______________, 2021, by _________________, ______________________________ of Orscheln Farm and Home L.L.C., a Missouri limited liability company.

[SEAL]

____
Notary Public

My Appointment Expires:

____

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF EL DORADO, KANSAS
Project Fund
(Orscheln Project)
Payment Order No. ______

Security Bank of Kansas City
Kansas City, Kansas
Attn: Corporate Trust Department

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

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

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

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of December 1, 2021 by and between the City of El Dorado, 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, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____________________, 20___.

____
Authorized Tenant Representative

EXHIBIT A - Payment Order No. _______

PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS

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

PAYMENT SCHEDULE

Payee Name	Purpose or Nature of Payment	Amount

EXHIBIT B - Payment Order No. ______

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby request payment of the amounts specified below 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

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

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

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

Lot 1, Block A, Central and School Road Commercial Estates, El Dorado, Butler County, Kansas

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

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

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 11.1* and *12.1* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

GILMORE & BELL, P.C.
11/08/2021

SITE LEASE

BY AND BETWEEN

ORSCHELN FARM AND HOME L.L.C.
As Lessor

AND

CITY OF EL DORADO, KANSAS
As Lessee

DATED AS OF DECEMBER 1, 2021

SITE LEASE

TABLE OF CONTENTS

ARTICLE VII

SITE LEASE

THIS SITE LEASE is entered into as of December 1, 2021 between Orscheln Farm and Home L.L.C., a Missouri limited liability company (the "Lessor") and the City of El Dorado, 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 2021 (Orscheln Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction, and equipping of a commercial 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 Trust Indenture dated as of December 1, 2021 (the "Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a certain Lease dated as of December 1, 2021 (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 Missouri 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 Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Indenture, 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 Indenture, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Indenture.

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

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on June 1, 2022 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the “Site Lease Term”).

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

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property (“Impositions”). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

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

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

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

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

ARTICLE III

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

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

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

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, 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 Trustee under the Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

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

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

ARTICLE VII

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ORSCHELN FARM AND HOME L.L.C.

By: ____________________________
Name: ____________________________
Title: ____________________________

ACKNOWLEDGMENT

STATE OF _________________________)
) SS:
COUNTY OF _______________________)

The foregoing instrument was acknowledged before me this ___ day of _______________, 2021 by ______________, ___________________ of Orscheln Farm and Home L.L.C., a Missouri limited liability company.

____
Notary Public

____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

____

"LESSOR"

CITY OF EL DORADO, KANSAS

____
Bill Young, Mayor

(SEAL)

ATTEST:

____
Tabitha Sharp, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ___ day of ______________, 2021 by Bill Young, Mayor of the City of El Dorado, Kansas.

____
Notary Public

____
Typed Name of Notary Public

(SEAL)

My Appointment Expires:

____

"ISSUER"

SCHEDULE I

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Butler County, Kansas, to wit:

Lot 1, Block A, Central and School Road Commercial Estates, El Dorado, Butler County, Kansas

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

All easements, liens and rights-of- way of record.

TO: City Commission
FROM: Kevin Wishart, Parks and Recreation Director
SUBJ: Kansas Collegiate Baseball Agreement
DATE: October 6, 2021

Background: For many years, the City of El Dorado hosted and partially funded the El Dorado Broncos summer baseball team. The team played games at McDonald Stadium and offered collegiate level play during the months of June and July. The past two seasons, the Broncos were unable to form a team; year one largely due to the pandemic and year two due to lack of players.

A proposal from the Kansas Collegiate League is attached for consideration. This team (yet to be named) would play sixteen to twenty home games at McDonald Stadium and be responsible for concourse, grandstand and restroom maintenance. The team would also sell concessions or partner with local organizations to offer concessions. The team has agreed to schedule a home game on July 4th to coordinate with the fireworks show.

Policy Issue: Should the City enter into an agreement with the Kansas Collegiate Baseball League to bring an entertainment option to the community?

Strategic Priority: This proposal aligns with the "Quality of Life" priority contained in the existing Strategic Plan that says, "*The City of El Dorado desires to create a place where people choose to live and visit."*

- Develop ***fun and engaging events and activities*** so people have something to do after work and school.

Alternatives: Staff has determined the following options exist with respect to this issue *(listed in no particular order)*:

- Accept the proposal from the Kansas Collegiate League; giving them scheduling priority for the 2022 baseball season.
- Accept the proposal from the Kansas Collegiate League with the understanding that they would schedule after the El Dorado Broncos.

Fiscal Impact: Kansas Collegiate League will pay the City $2,000 for stadium rental for the 2022 season. They are not asking for any financial contribution from the City. The El Dorado Broncos, if playing, would not pay any facility rental and have historically asked for $10,000 from the City to fund their operations.

Legal Review: The City Attorney has not reviewed the proposal.

Trade-offs: Only play recreation league, American Legion, and special event games at the stadium during the summer months.

Staff Recommendation: Staff recommends entering into an agreement with the Kansas Collegiate League for the 2022 baseball season.

Commission Actions:

Commissioner ____________ moves to authorize the City Manager to sign an agreement with the Kansas Collegiate Baseball League.

Commissioner ____________ seconded the motion.

Return to Agenda

Next Item

Team Proposal – El Dorado Kansas

The Kansas Collegiate League Baseball is a summer collegiate baseball program that keeps baseball players active through the summer. We recruit athletes around the globe and have one of the most competitive leagues in the region. Our goal is to provide an experience for our athletes that involves being community involved, i.e., Youth mini camps, city, and community partnerships where the team participates in the community events throughout the summer season. The summer season typically operates for 2 months; starting at the end of May and concluding the first week in August.

Team Name - TBD

Teams are owned and operated by the KCLB; it is an applied non-profit entity under the Kansas Collegiate League Baseball umbrella.

Team Operations-

President – Sheldon Howell
Operations – David Buche
Head Coach – TBD

Recruiting-

Our goal is to bring in high character athletes that will impact the El Dorado community during the summer. Our local approach will highlight high school players wanting to play at the next level. Additionally, we will create a channel of outside area players that will be a funnel to more student athletes for the college.

Revenue-

The team will operate on their own budget, which provides the team with uniforms, hats, baseballs, helmets, etc.
Our expected revenue for the 2022 season is: $24,000

Expenses-

The team budget is designed around summer standards for collegiate baseball. Our budget has $2,000 allocated for a field rental. We allocate a $4,000 base for our coaching staff. The team would like to hire a coach that's staffed with Butler Community College or the local high school. Per the request of the Parks and Rec department, the coaches would be responsible for stadium clean up; this includes stands, bathrooms, trash, concession stand and dugouts during the summer season.

Insurance-

The team will carry its own insurance, and the field will be added as an additional insured.

Scheduling-

Field rental/usage is completely flexible based on the availability as we look to schedule 16-20 home games.

Start times-

Flexibility is there to start earlier then our normal scheduled times of 7pm.

Days-

We make our schedule in October, which is still very flexible. We will work with the park and rec department to schedule dates that best suit youth camps and home games that work within the community.

Umpires-

Officials are scheduled and maintained by Mid America Sports Officials; we operate with a 2-man crew which is played by the NCAA rules. Scheduling and paying umpires are incurred by the team.

Per the City request, we will have a home game on July 4th.

Community-

Traditionally all KCLB owned teams participate in everything that is related to sports in the community. In the inaugural year the team hosted 6 youth mini camps through the South YMCA in exchange for a membership to the YMCA facilities. The team would look to partner with the local YMCA and Rec to provide youth camps and giveback.

Host families-

The team will rely on the community to provide a host for the 2-month stay, which allows the athletes to have a bed and a place to do their laundry. The athletes know that they are responsible for their day to day needs such as food, transportation, etc. Many times, this experience creates an everlasting connection between host family and athletes throughout their baseball journey. To operate effectively in 2022, we would need assistance reaching the community. We will need around 15 to 20 host families to operate the team.

Housing-

We will also be reaching out and communicating with Butler Community College on possible housing on campus for our athletes during the summer. This option will be something that we try to avoid if possible. It will raise fees for players, which we do our best to operate lean and keep costs down.

Partnership-

We would like to propose a partnership with the city and create an atmosphere of entertainment at our games that is spectator baseball. An atmosphere where the community can come to enjoy themselves on the summer evenings and support an organization that is rooted within its city. To accomplish this, we would need to create a beer garden. To do this we would need to be granted a Cereal Malt Beverage (CMB- Beer Only) license by the city. This space would be staffed, have proper security protocol, and run in the specific controlled area by the team, if this option is available.

Concessions-
We would propose that the city runs the concessions and has the lion share of split revenue. Per the request of the Parks and Rec, we would offer the opportunity by outsourcing this to help give back to the El Dorado community through a youth organization before we would organize and operate the concessions.

Gate-
We plan to charge a $2-4 gate depending on what theme night we have that evening. We think of the gate as more of a donation from our supporters to the team, we hope to earn that business from the community. This is not a budgeted stream of income with the team and not something we rely on. On select nights, we will partner and donate back to local initiatives and charities.

Our hopes will be to find a sponsor for these nights so that tickets to the games are free. Example: BCC buyout night, all of the free tickets to the game are located there and anyone can get a free ticket to the game by stopping by there.

The team is an established franchise within the KCLB, and we are excited for the opportunity in El Dorado. This low-risk partnership will bring positive cash flow for the facility and city. With the support of the community, the high school, and Butler Community College we feel this is a perfect scenario for our team and City of El Dorado to build on for many years to come.

Sheldon Howell
KCLB Commissioner/President

David Buche
KCLB Operations
Operations

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Consideration and Sale of G.O. Bonds, Series 2021
DATE: November 12, 2021

Background: The City Commission previously authorized a bond sale that will take place on November 15th, 2021. The Financial Advisor and/or Bond Counsel will be present to review the bond sale. The following Projects are included:

Project Description	Ord./Res. No.	Authority (K.S.A.)	Amount
Project No. 542 Paving Douglas Road	Res. No. 2925	12-6a01 *et seq*.	$1,409,413.27
Project No. 520 Paving Marmaton Road	Res. No. 2854	12-6a01 *et seq*.	1,041,542.40
Project No. 533 Paving Oil Hill Rd. & Rocky Rd.	Res. No. 2857	12-6a01 *et seq*.	734,405.76
Project No. 543 Waterline Improvements for Union Tank Improvement District	Res. No. 2870	12-6a01 *et seq*.	204,015.00
Fire Truck Acquisition	Res. No. 2830	12-110c	900,000.00
Total:			***$4,289,376.43***

In addition, the City Commission previously authorized the refunding of Bonds from the 2011 Series.

Description	Series	Dated Date	Years	Amount
G.O. Bonds	2011	12/15/2011	2022 to 2032	$3,340,000

Policy Issue: The City extending its general obligation debt, as provided by state statute, to finance public infrastructure improvement projects, acquire a fire engine, and refinance previously issued debt obligations.

Strategic Priority:

- **Fiscal Stewardship** - The City of El Dorado will prudently manage community resources as a responsible steward. Develop a debt management plan that provides for the prudent issuance of municipal debt to meet the needs of the community. Implement a multi-year Capital Improvement Plan to provide for the replacement of existing public infrastructure while also adapting to growth opportunities.

- **Infrastructure -** The City invests in its public infrastructure provide the basic resources necessary for the community to thrive and prosper. Evaluate funding options for continued investment in critical public infrastructure.

Fiscal Impact: The City's Financial Advisor estimates an annual debt service payment of $255,600 for the proposed bond issuance. The City plans to pay this payment from proceeds collected from special assessments levied against properties benefiting from public infrastructure projects and a mill levy intended to pay the at large portion of each project. The City already has a mill levy to pay the previously issued debt.

Legal Review: The City Attorney has not reviewed the resolution authorizing the sale of General Obligation (G.O.) Refunding and Improvement Bonds, although Bond Counsel prepared the resolution in compliance with applicable state statutes.

Trade-offs: Should the City Commission decide against approving the ordinance and resolution, the City will not receive reimbursement for the funds used for short-term financing of the aforementioned projects. In addition, the proposed Fire Engine acquisition will not occur and the City will not reduce its interest expenses by $34,000 annually by refunding the G.O. Bonds, Series 2011.

Staff Recommendation: Staff recommend that the City Commission approve the ordinance and resolution for the refunding and improvement bonds of Series 2021A.

Commission Actions: The City Commission has the following options with respect to this issue *(listed in no particular order)*:

Motion #1

Commissioner ____________moved to approve Ordinance No. G-1363, an Ordinance authorizing and providing for the issuance of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of El Dorado, Kansas; Providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

Roll Call Vote

Position No.3	Commissioner Badwey	_______
Position No.4	Commissioner Wilkinson	_______
Mayor	Mayor Young	_______
Position No.1	Commissioner Guthrie	_______
Position No.2	Commissioner Lewis	_______

Motion #2

Commissioner ____________ moved to approve Resolution No. 2931, a Resolution prescribing the form and details of and authorizing and directing the sale and delivery of general obligation refunding and improvement bonds, Series 2021A, of the City of El Dorado, Kansas, previously authorized by Ordinance No.G-1363 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Commissioner ____________ seconded the motion.

Return to Agenda

Next Item

Gilmore & Bell, P.C.
10/28/2021

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$7,130,000*

CITY OF EL DORADO, KANSAS

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A

DATED DECEMBER 14, 2021

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

600203.20092\CLOSING DOCS

$7,130,000*
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the "Bonds"), and distributed as follows:

1. City of El Dorado, Kansas (the "Issuer") [Original + electronic]
2. Attorney General of the State of Kansas *[Original]*
3. State Treasurer, Topeka, Kansas (the "Paying Agent")
4. [Purchaser], [Purchaser City, State] (the "Original Purchaser")
5. Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (the "Municipal Advisor")
6. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Project No. 542 – Paving Douglas Road**
   ·Engineer's Estimate
   ·Map of Improvement District
   ·Petition
   ·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2869
   ·Resolution No. 2869 calling public hearing
   ·Notice of public hearing
   ·Affidavit of publication of notice of public hearing adoption of Resolution No. 2925
   ·Resolution No. 2925 authorizing paving improvements (recorded)
   ·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2872
   ·Resolution No. 2872 authorizing paving improvements (recorded)
   ·certificate of no protest
   ·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2925

·Resolution No. 2925 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2925

2. **Project No. 520 – Paving Marmaton Road**
·Engineer's Estimate
·Map of Improvement District
·Petition
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2854
·Resolution No. 2854 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2854

3. **Project No. 533 – Paving Oil Hill Rd. & Rocky Rd.**
·Engineer's Estimate
·Map of Improvement District
·Petition
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2925
·Resolution No. 2925 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2925

4. **Project No. 542 – Waterline Improvements – Union Tank Improvement Distict**
·Engineer's Estimate
·Map of Improvement District
·Petition
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2870
·Resolution No. 2870 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2870

5. **Fire Truck Acquisition**
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2830
·Resolution No. 2830 authorizing acquisition of Fire Fighting Equipment
·Notice of Intent
·Affidavit of Publication of Notice of Intent
·Certificate of No Protest

SPECIAL ASSESSMENT PROCEEDINGS

6. **Project No. 542 – Paving Douglas Rd**

·Excerpt of Minutes of the governing body meeting accepting the following documents:

Statement of Final Costs
Assessment Roll Certification
Notice of Public Hearing
Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

·Affidavit of publication of Notice of Public Hearing

·**Certificate of Mailing of Notice of Hearing and Statement of Cost Proposed to be Assessed**

·Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1354

Ordinance No. G-1354 levying special assessments

·Summary of Ordinance No. G-1354

·Affidavit of Publication of Summary of Ordinance No. G-1354

·Certificate of Mailing – Notice of Assessments

·Certificate of Treasurer – Assessments Paid in Cash

7. **Project No. 520 – Paving Marmaton Rd**

·Excerpt of Minutes of the governing body meeting accepting the following documents:

Statement of Final Costs
Assessment Roll Certification
Notice of Public Hearing
Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

Affidavit of publication of Notice of Public Hearing

·Certificate of Mailing of Notice of Hearing and Statement of Cost Proposed to be Assessed

·Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1325

Ordinance No. G-1325 levying special assessments

·**Summary of Ordinance No. G-1325**

·Affidavit of Publication of Summary of Ordinance No. G-1325

·Certificate of Mailing – Notice of Assessments

·Certificate of Treasurer – Assessments Paid in Cash

8. **Project No. 533 – Paving Oil Hill Rd. & Rocky Rd.**

·Excerpt of Minutes of the governing body meeting accepting the following documents:

Statement of Final Costs
Assessment Roll Certification
Notice of Public Hearing
Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

·Affidavit of publication of Notice of Public Hearing

·**Certificate of Mailing of Notice of Hearing and Statement of Cost Proposed to be Assessed**

·Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1353

Ordinance No. G-1353 levying special assessments

·Summary of Ordinance No. G-1353

·Affidavit of Publication of Summary of Ordinance No. G-1353
·Certificate of Mailing – Notice of Assessments
·Certificate of Treasurer – Assessments Paid in Cash

9. **Project No. 543 – Waterline Improvements for Union Tank Improvement District**
·Excerpt of Minutes of the governing body meeting accepting the following documents:
Statement of Final Costs
Assessment Roll Certification
Notice of Public Hearing
Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
·Affidavit of publication of Notice of Public Hearing
·Letter to property owner correcting notice of public hearing
·Certificate of Mailing of Notice of Hearing and Statement of Cost Proposed to be Assessed
·Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1320
Ordinance No. G-1320 levying special assessments
·Summary of Ordinance No. G-1320
·Affidavit of Publication of Summary of Ordinance No. G-1320
·Certificate of Mailing – Notice of Assessments
·Certificate of Treasurer – Assessments Paid in Cash

10. **Fire Fighting Equipment Acquisition**
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No.
Resolution No. ___ authorizing acquisition of Fire Fighting Equipment
·Notice of Intent
·Affidavit of Publication of Notice of Intent
·Certificate of No Protest

PROCEEDINGS AUTHORIZING THE SALE AND ISSUANCE OF THE BONDS

1. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2929

2. Resolution No. 2929 authorizing the offering for sale of the Bonds

3. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

4. Official Statement

5. Continuing Disclosure Undertaking

6. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. [____] and adoption of Resolution No. [_____]

7. Ordinance No. G-[____] authorizing the issuance of the Bonds

8. Summary of Ordinance No. G-[____] and Affidavit of publication of Summary of Ordinance No. G-[____]

9. Resolution No. [_____] prescribing the form and details of the Bonds

10. Ordinances/Resolutions authorizing Refunded Bonds

11. Refunded Bonds Redemption Documents
    - Call for Redemption
    - Notice of Call for Redemption
    - Paying Agent's Certification
    - Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(C)

CLOSING DOCUMENTS

12. Transcript Certificate
    Exhibit A – Statement of Costs
    Exhibit B – Schedule of Outstanding General Obligation Indebtedness

13. Uniform Facsimile of Signature Certificates

14. Authorization of State Treasurer to use facsimile signature and seal

15. Specimen Bond and Bond Printer's Certificate

16. Agreement Between Issuer and Agent

17. DTC Blanket Letter of Representations

18. Rating Letter - Standard & Poor's

19. Closing Certificate

20. Federal Tax Certificate with attachments as follows:
    Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
    Exhibit B – Receipt for Purchase Price
    Exhibit C – Receipt and Representation
    Exhibit C-1 – Certificate of Municipal Advisor
    Exhibit D – Description of Property Comprising the Financed Improvements and List of Reimbursement Expenditures
    Exhibit E – Sample Annual Compliance Checklist
    Exhibit F – Allocation of Sources and Uses
    Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

MISCELLANEOUS DOCUMENTS

* * * * *

TRANSCRIPT CERTIFICATE

$7,130,000*
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of November 15, 2021, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The ***Butler County Times-Gazette*** was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

Name	Title	Term of Office
	Current	
Bill Young	Mayor	01/2020 to 01/2022
Matt Guthrie	Commissioner	01/2018 to 01/2022
Greggory Lewis	Commissioner	04/2015 to 01/2024
Nick Badwey	Commissioner	04/2009 to 01/2022
Kendra Wilkinson	Commissioner	04/2015 to 01/2024
Tabitha Sharp	Clerk	N/A
	Prior	

Vince Haines	Mayor	04/2015 to 01/2020
Michael Fagg	Mayor	04/2013 to 04/2015
Chase Locke	Commissioner	04/2013 to 01/2018
David Chapin	Commissioner	04/2007 to 04/2015
Bill Young	Commissioner	04/2011 to 04/2015

7. Execution of Bonds. The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-427 *et seq*,; K.S.A. 12-6a01 *et seq*., K.S.A. 12-110c, as amended, Ordinance No. G-[____] and Resolution No. [_____] of the Issuer duly adopted by the Governing Body of the Issuer on November 15, 2021 (collectively the "Bond Resolution") for the purpose of:

(a) paying a portion of the costs of certain internal improvements (the "Improvements"); and

(b) refunding the following bonds of the Issuer (the "Refunded Bonds"):

Description	***Series***	***Dated Date***	***Years***	***Amount***
G.O. Bonds	2011	12/15/2011	2022 to 2032	$3,340,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. The total principal amount of the Bonds issued to refund the Refunded Bonds does not exceed the aggregate amounts prescribed in K.S.A. 10-427, as amended. A Statement of Cost is attached hereto as ***Exhibit A*** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Bonded Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as ***Exhibit B*** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2021 is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	$99,212,620
Tangible Valuation of Motor Vehicles (2020)	12,831,345
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	***$112,043,965***

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Refunding and Improvement Bonds, Series 2021A, Dated December 14, 2021, of the City of El Dorado, Kansas

Sources of Funds:	
Principal Amount of the Bonds	$7,130,000*.00
Underwriter's Discount/Compensation	-
[Original Issue Premium]	
[Original Issue Discount]	-
Total	***$***
Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to Redemption Fund	
Costs of Issuance	
Total	***$***

EXHIBIT B

CITY OF EL DORADO, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of December 14, 2021)

GENERAL OBLIGATION BONDS

Description of Indebtedness	**Dated Date**	**Final Maturity**	**Original Principal Amount**	**Amount Outstanding**	**Subject to Debt Limit**
G.O. Bonds, Series 2010	11/15/2010	11/01/2025	$2,195,000	$ 415,000	$ 234,932
G.O. Ref. & Imp. Bonds, Series 2013A	06/27/2013	11/01/2028	6,645,000	1,985,000	639,766
G.O. Ref. & Imp. Bonds, Series 2015A	08/20/2015	11/01/2025	1,485,000	1,485,000	453,519
G.O. Ref. & Imp. Bonds, Series 2016A	08/31/2016	11/01/2027	8,515,000	4,610,000	350,360
G.O. Imp. Bonds, Series 2019A	05/01/2019	11/01/2039	2,835,000	2,655,000	2,394,282
G.O. Ref. & Imp. Bonds, Series 2021A	12/14/2021	11/01/2041	7,130,000	7,130,000	4,388,878
	Total			***$18,280,000***	***$8,461,737.00***

CERTIFICATE OF MANUAL SIGNATURE
OF THE MAYOR OF THE CITY OF EL DORADO, KANSAS

IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS

STATE OF KANSAS)
) SS.
COUNTY OF BUTLER)

I, the undersigned, **Bill Young**, being duly sworn on oath certify that I am the duly qualified **Mayor** of the City of El Dorado, Kansas, and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

____
Bill Young

Subscribed and sworn to before me as of November 15, 2021.

____
Notary Public in and for said County and State

(SEAL)

My commission expires: ___________________.

AGREEMENT BETWEEN ISSUER AND AGENT

$7,130,000*
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021

THIS AGREEMENT, dated as of December 14, 2021, between the City of El Dorado, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the "Securities"), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq*., except as specifically provided in this Agreement.

E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $5,000, which is based on "Book-entry Only" Securities. This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. *STATEMENTS OF OWNERSHIP*

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of $1,000 or $5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. *CERTIFICATED SECURITIES*

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of $1,000 or $5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of $1,000 or $5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. *INTEREST CALCULATIONS*

Agent shall calculate interest on the basis of $1,000 and $5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. ***REPLACEMENT OF SECURITIES***

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. ***REDEMPTIONS***

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[***Mandatory Redemption***. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as ***Appendix I***.]

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. ***MISCELLANEOUS***

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any "blank" Securities held for purpose of exchange or transfer.

J. ***REPORTS***

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF EL DORADO, KANSAS

By ________________________________
Mayor

(SEAL)

ATTEST:

By ________________________________
Clerk

OFFICE OF THE TREASURER OF THE STATE OF KANSAS

(SEAL)

By ________________________________
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

	$5,000.00000	.... Bond Unit
x	.06875	.... Interest Rate
=	343.750000	Rounded to six decimal places
/	360	.... Days per year
=	.954861	Rounded to six decimal places
x	180	.... Day in interest period
=	171.874980	(Rounded to second decimal = $171.87)

Unit interest is then multiplied by the number of units in the maturity.

[*APPENDIX I*

**NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A, DATED DECEMBER 14, 2021**

Notice is hereby given that pursuant to the provisions of ***Article III*** of Resolution No. [_____] (the "Bond Resolution") of the City of El Dorado, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature [on November 1,][in] [2041][_______][_______] (the "Called Bonds"), have been called for mandatory redemption and payment on November 1, [_____] (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

[Nos.]	Maturity Date (November 1)	Principal Amount	Interest Rate	CUSIP Number
	[_________] 2041			

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than $5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF EL DORADO, KANSAS

By ____________________________________
Treasurer of the State of Kansas,
Topeka, Kansas]

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF EL DORADO, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**$7,130,000*
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on December 14, 2021 (the "Closing Date"), the City of El Dorado, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of [Purchaser], [Purchaser City, State], as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Tabitha Sharp, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

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CITY OF EL DORADO, KANSAS

Dated: November 15, 2021

By: ______________________________
Clerk

OFFICE OF THE TREASURER OF THE STATE OF KANSAS, As Agent

Dated: ________________

By: ______________________________
Title: Director of Fiscal Services

DEPOSITORY TRUST COMPANY

Dated: ________________

By: ______________________________
Title: ____________________________

DTC hereby acknowledges receipt from
the Agent of custody, control
and possession of the Bonds.

Dated: ________________.

DEPOSITORY TRUST COMPANY

By: ______________________________
Title: ____________________________

Re: General Obligation Refunding and Improvement Bonds, Series 2021A, dated December 14, 2021, of the City of El Dorado, Kansas

Dated: December 14, 2021.

The formal Closing of the above-referenced Bonds has occurred, and DTC is hereby authorized to distribute the Bonds as previously agreed:

By: ______________________________
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds did not occur and DTC is requested to return the Bonds to the custody, control and possession of the Agent:

By: ______________________________
GILMORE & BELL, P.C.,
as Bond Counsel for the Issuer

Gilmore & Bell, P.C.
10/28/2021

CLOSING CERTIFICATE

$7,130,000*
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of December 14, 2021 (the "Issue Date"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated November 15, 2021 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-427 *et seq*,; K.S.A. 12-6a01 *et seq*., K.S.A. 12-110c, as amended, Ordinance No. G-[____] and Resolution No. [_____] of the Issuer duly adopted by the Governing Body of the Issuer on November 15, 2021 (collectively the "Bond Resolution") for the purpose of:

(a) paying a portion of the costs of certain internal improvements (the "Improvements").

(b) refunding the following bonds of the Issuer (the "Refunded Bonds"):

Description	***Series***	***Dated Date***	***Years***	***Amount***
GO Bonds	2011	12/15/2011	2022 to 2032	$3,340,000

The purpose of the refunding is to achieve interest cost savings through early redemption of the Refunded Bonds, to reduce debt service requirements of the Issuer for certain years, and to provide an orderly plan of finance for the Issuer.

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements and the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated October 4, 2021 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled "THE BONDS - Book Entry System," "Rating," "Approval of Legality," "Tax Matters," and ***Appendices I – IV***, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the "Disclosure Undertaking"), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best or our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the final Official Statement.

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WITNESS our hands and the seal of the Issuer.

Signature	Official Title
______________________________	Mayor
______________________________	Clerk

(SEAL)

[FORM OF BOND COUNSEL OPINION]

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

[December 14, 2021]

Governing Body City of El Dorado, Kansas	[Purchaser] [Purchaser City, State]

Re: $7,130,000* General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of El Dorado, Kansas, Dated December 14, 2021

We have acted as Bond Counsel in connection with the issuance by the City of El Dorado, Kansas (the "Issuer"), of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue

Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

GILMORE & BELL, P.C.

MLW:paj

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF DECEMBER 14, 2021

BY

CITY OF EL DORADO, KANSAS

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
DATED DECEMBER 14, 2021

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of December 14, 2001 (the "Continuing Disclosure Undertaking"), is executed and delivered by **CITY OF EL DORADO, KANSAS** (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Refunding and Improvement Bonds, Series 2021A (the "Bonds"), pursuant to an Ordinance and Resolution adopted by the governing body of the Issuer (collectively the "Bond Resolution").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). The Issuer is the only "obligated person" with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to, and as described in, ***Section 2*** of this Continuing Disclosure Undertaking, which may include the Issuer's Comprehensive Annual Financial Report, if any, so long as the Comprehensive Annual Financial Report contains the financial information and operating data described in ***Section 2(a)(1)*** and ***(2)***.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Material Events" means any of the events listed in ***Section 3*** of this Continuing Disclosure Undertaking.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than 365 days immediately following the end of the Issuer's Fiscal Year, commencing with the year ending December 31, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with GAAP basis of accounting. A more detailed explanation of the accounting basis is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in ***Exhibit A,*** in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under ***Section 3***.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the obligated person;
(13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in ***Section 2(a)***, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this ***Section 3***.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under ***Section 3***.

Section 5. **Dissemination Agents.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. **Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under ***Section 3***, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. **Additional Information.** Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. **Default.** If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. **Beneficiaries.** This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement 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 documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF EL DORADO, KANSAS

(SEAL)

____
Mayor

____
Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in tables in the following sections contained in ***Appendix A*** of the final Official Statement relating to the Bonds:

·Trend in Values/Equalized Assessed Valuation
·Tax Rates (Expressed in Mills)
·Tax Levies and Collections
·Ten Largest Taxpayers in the City
· City Indebtedness*
General Obligation Bonds
Temporary Notes (if any)
Other Debt Obligations
· ·Sales Tax Collections

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A

DISTRIBUTION LIST

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ISSUER

CITY OF EL DORADO, KANSAS
City Hall, 220 E. First Avenue
El Dorado, Kansas 67042
Telephone: (316) 321-9100
Fax: (316) 321-6282

Mr. David Dillner, City Manager
E-mail: ddillner@eldoks.com
Ms. Alyssa Warner, Director of Finance
E-mail: awarner@eldoks.com
Mr. Scott Rickard, Engineering Director
E-mail: srickard@eldoks.com
Ms. Tabitha Sharp, City Clerk
E-mail: tsharp@eldoks.com

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BOND COUNSEL

GILMORE & BELL, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202
Telephone: (316) 267-2091
Fax: (316) 262-6523

Mitch L. Walter, Esq.
E-mail: mwalter@gilmorebell.com
Ms. Pamela Jones, Legal Practice Assistant
E-mail: pjones@gilmorebell.com

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ISSUER'S COUNSEL

Ashlyn B. Lindskog, Esq.
Martin Pringle Attorneys at Law
100 N. Broadway, Suite 500
Wichita, Kansas 67202
Telephone: (316) 265-9311
Fax: (316) 265-2955

E-mail: ablindskog@martinpringle.com

ORIGINAL PURCHASER

[TBD]

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<td>

FINANCIAL ADVISOR

BAKER TILLY MUNICIPAL ADVISORS LLC
9229 Ward Parkway, Suite 104
Kansas City, MO 64114-3311

Mr. Jack Ryan Feldman, Director
Telephone: (816) 333-0893
E-mail: jack.ryan-feldman@bakertilly.com
Mr. Tom Kaleko, Partner
Telephone: (816) 333-7294
E-mail:

380 Jackson Street, Suite 300
Saint Paul, MN 55101

Ms. Chris Hogan, Senior Manager
Telephone: 651-223-3034
E-mail: chris.hogan@bakertilly.com
Ms. Lauren Volz, Senior Financial Analyst
Telephone: 651-223-3027
E-mail: lauren.volz@bakertilly.com

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**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF EL DORADO, KANSAS
HELD ON NOVEMBER 15, 2021**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:30 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *
(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Refunding and Improvement Bonds, Series 2021A, dated December 14, 2021, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Commissioner ____________________ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Commissioner ____________________. The motion was carried by a vote of the Governing Body as follows:

Yea: ____.

Nay: ____.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF EL DORADO, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Commissioner ____________________ moved that the Ordinance be passed. The motion was seconded by Commissioner ____________________. The Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body as follows:

Yea: ____.

Nay: ____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [____], was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF EL DORADO, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Commissioner ____________________ moved that the Resolution be adopted. The motion was seconded by Commissioner ____________________. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body as follows:

Yea: ____.

Nay: ____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [_____] and was signed by the Mayor and attested by the Clerk.

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

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

____
Clerk

EXHIBIT A
BID TABULATION

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS

Dated: December 14, 2021	Sale Date: November 15, 2021
Series 2021A	10:00 A.M., Central Time
Good Faith Deposit: $142,600	Max Interest Rate: [____]%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
10/12/2021

ORDINANCE NO. [____]

OF

THE CITY OF EL DORADO, KANSAS

PASSED

NOVEMBER 15, 2021

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF EL DORADO, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of El Dorado, Kansas (the "City") is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	**Ord./Res. No.**	**Authority (K.S.A.)**	**Amount**
Project No. 542 Paving Douglas Road	Res. No. 2925	12-6a01 *et seq*.	$1,409,413.27
Project No. 520 Paving Marmaton Road	Res. No. 2854	12-6a01 *et seq*.	1,041,542.40
Project No. 533 Paving Oil Hill Rd. & Rocky Rd.	Res. No. 2857	12-6a01 *et seq*.	734,405.76
Project No. 543 Waterline Improvements for Union Tank Improvement District	Res. No. 2870	12-6a01 *et seq*.	204,015.00
Fire Truck Acquisition	Res. No. 2830	12-110c	900,000.00
Total:			***$4,289,376.43***

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least $[________], said cost to be paid by the City by the issuance of general obligation bonds; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay a portion of the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue its general obligation bonds[, together with bid premium thereon,] to pay a portion of the costs of the Improvements; and

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq*. to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF EL DORADO, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*., K.S.A. 10-427 *et seq.*, K.S.A. 12-6a01 *et seq*., and K.S.A. 12-110c, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Refunding and Improvement Bonds, Series 2021A, dated December 14, 2021, authorized by this Ordinance.

"City" means the City of El Dorado, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Governing Body" means the City Commission of the City.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Refunded Bonds" means the Series 2011 Bonds maturing in the years 2022 to 2032, inclusive, in the aggregate principal amount of $3,340,000.

"Series 2011 Bonds" means the City's General Obligation Bonds, Series 2011, dated December 15, 2011.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding and Improvement Bonds, Series 2021A, of the City in the principal amount of $7,130,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Refunded Bonds; and (c) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on November 15, 2021 and **SIGNED** by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on November 15, 2021; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Butler County Times-Gazette*** on November 20, 2021.

DATED: November __, 2021.

____

Clerk

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(PUBLISHED IN THE ***BUTLER COUNTY TIMES-GAZETTE*** ON NOVEMBER 20, 2021)

SUMMARY OF ORDINANCE NO. [____]

On November 15, 2021, the governing body of the City of El Dorado, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF EL DORADO, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2021A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 220 East 1st Ave.. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at https://www.eldoks.com/.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 15, 2021.

____

City Attorney

Gilmore & Bell, P.C.
10/12/2021

RESOLUTION NO. [_____]

OF

THE CITY OF EL DORADO, KANSAS

ADOPTED

NOVEMBER 15, 2021

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

ARTICLE III REDEMPTION OF BONDS

ARTICLE IV SECURITY FOR BONDS

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

ARTICLE VI DEFAULT AND REMEDIES

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RESOLUTION NO. [_____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021A, OF THE CITY OF EL DORADO, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $7,130,000* to pay a portion of the costs of the Improvements and refund the Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EL DORADO, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq*., K.S.A. 10-620 *et seq*., K.S.A. 12-6a01 *et seq*., and K.S.A. 12-110c, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

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

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Refunding and Improvement Bonds, Series 2021A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of El Dorado, Kansas.

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

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

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2021A created pursuant to ***Section 501*** hereof.

"Dated Date" means December 14, 2021.

"Debt Service Account" means the Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2021A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Commission of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2021A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be May 1 and November 1 of each year, commencing May 1, 2022.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

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

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

City of El Dorado
City Hall
220 East 1st Ave.
El Dorado, Kansas 67042
Fax: (316) 321-6282

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor

New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of $[________][, less an underwriting discount of $[________][, less an original issue discount of $[________]].

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Refunding and Improvement Bonds, Series 2021A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the Series 2011 Bonds maturing in the years 2022 to 2032, inclusive, in the aggregate principal amount of $3,340,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"Refunded Bonds Redemption Date" means December 21, 2021.

"Refunded Bonds Resolution" means the ordinance and resolution which authorized the Refunded Bonds.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2011 Bonds" means the Issuer's General Obligation Bonds, Series 2011, dated December 15, 2011.

"Series 2011 Principal and Interest Account" means the Principal and Interest Account for the Series 2011 Bonds.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the Bonds scheduled to mature in the year 2041.]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"2041 Term Bonds"** means the Bonds scheduled to mature in the year 2041.]

[**"Term Bonds"** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2041 Term Bonds.]

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

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $7,130,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund the Refunded Bonds.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2022	$	_______%	2032	$	_______%
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		

[TERM BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2041	$_______	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on November 1 in the years 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on November 1, 2031, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) *[____] Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

____
*Final Maturity

[(b) *[____] Term Bonds*. The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**

$	
	[____]*

*Final Maturity]

[(c) *2041 Term Bonds*.] The 2041 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on November 1 in each year, the following principal amounts of such 2041 Term Bonds:

Principal Amount	**Year**
$	
	2041*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate

Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2021A.

(b) Redemption Fund for Refunded Bonds.

(c) Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2021A (within the Bond and Interest Fund).

(d) Rebate Fund for General Obligation Refunding and Improvement Bonds, Series 2021A.

(e) Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2021A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(b) An amount to pay costs of the Improvements payable from proceeds of the Bonds shall be deposited in the Improvement Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Redemption Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; (b) paying Costs of Issuance; and (c) transferring any amounts to the Rebate Fund required by this ***Article V***.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 508. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 509. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on November 15, 2021.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on November 15, 2021, as the same appears of record in my office.

DATED: November 15, 2021.

____
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED	**REGISTERED**
NUMBER __	**$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF BUTLER
CITY OF EL DORADO
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2021A

Interest Rate:	**Maturity Date:**	**Dated Date: December 14, 2021**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of El Dorado, in the County of Butler, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2022 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Refunding and Improvement Bonds, Series 2021A," aggregating the principal amount of $7,130,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq*., K.S.A. 12-6a01 *et seq*., and K.S.A. 12-110c, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the

Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF EL DORADO, KANSAS

(Facsimile Seal)]

By: (facsimile)
Mayor

ATTEST:

By: (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of El Dorado, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By ______________________________

Registration Number: ______________

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

____
(Name and Address)

____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $___________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint ____________________ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____________________ ____

Name

____
Social Security or
Taxpayer Identification No.

____
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ______________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF BUTLER)

The undersigned, Clerk of the City of El Dorado, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of December 14, 2021.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _________________.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile)
Treasurer of the State of Kansas
