EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
October 17, 2022 – 5:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation – Pastor Jurdan Counts, Park Avenue Baptist Church**
4. **Pledge of Allegiance**

Proclamations and Recognition

5. None

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.

6. Pastor Debbie McCluer – Butler Homeless Initiative

8. 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.

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 Appropriation Ordinance No. 09-22 in the amount of $3,250,222.55.

Old Business

10. None

New Business

11. Setting a Public Hearing for Myers East Paving and Sewer Projects
12. KDOT CCLIP
13. Kinder Drive Rezoning
14. Access Road and Parking Lot Improvement Project at Captain Jack Thomas Memorial Airport

Discussion Items

15. None

Reports

16. City Commission and Advisory Board Updates

17. City Manager

Executive Session
18. None

Adjournment
19. Consideration of a motion to adjourn the October 17, 2022 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.

City of El Dorado, KS

Expense Approval Report

By Fund

Payment Dates 9/1/2022 - 9/30/2022

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
JEFFERY D BAKER	2022	REIMB FOR SURVEY WORK AT ...	001-042-5201-0000	1,500.00
FLINTHILLS SERVICES, INC	INV0045940	SHREDDING FOR MAY 2022	001-021-5213-0000	92.75
IMAGEQUEST INC.	IN3661117	ADMIN PRINTER SVC 5/16/20...	001-011-5210-0000	70.90
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	001-012-5201-0000	49.39
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	001-021-5201-0000	197.56
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	001-023-5201-0000	139.94
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	001-051-5201-0000	98.78
LKQ MID-AMERICA AUTO PAR...	137969585	TRIM PANEL FOR FRONT DOOR..	001-042-5307-0000	115.00
VAN WALL EQUIPMENT, INC	5617923	CARBURETOR RETURN	001-033-5307-0000	-250.76
TYLER TECHNOLOGIES, INC	130-129314	BRAZOS SOFTWAR MAIN 8-20...	001-013-5201-0000	4,653.31
WELLS DESIGNS, INC. & F5 IM...	3039	LIFEGUARD TANKS, BALLFIELD ...	001-051-5305-0000	201.54
WELLS DESIGNS, INC. & F5 IM...	3039	LIFEGUARD TANKS, BALLFIELD ...	001-052-5305-0000	837.70
ANDOVER LAWN EQUIPMENT, ..	28283	SUPPLIES	001-023-5307-0000	9.50
4 STATE MAINTENANCE SUPPL...	643498	FIBER CLOTH, LINER, WIPER, N...	001-014-5310-0000	1,041.59
ORKIN	231520962	MONTHLY PC STANDARD	001-021-5201-0000	91.00
LKQ MID-AMERICA AUTO PAR...	138699465	FRONT SEAT	001-041-5307-0000	100.00
NORRIS SERVICE CENTER	19602	ENGINE 10	001-023-5307-0000	48.39
SUNFLOWER STATE EXTERIORS	20220394	REIMB PERMIT FEE 325 W TO...	001-012-5213-0000	85.00
GALLS, LLC	0219179567	SGT CHEVRON SINGLES	001-021-5305-0000	10.32
INTRUST CARD CENTER	CM0000918	CHARGED TAX ON FLOWERS ...	001-021-5213-0000	-8.53
INTRUST CARD CENTER	INV0045843	LORI TRAVINCHEK -COURT CO...	001-013-5211-0000	100.00
INTRUST CARD CENTER	INV0045843	LORI TRAVINCHEK -COURT M...	001-013-5211-0000	50.00
INTRUST CARD CENTER	INV0045843	WATER NNO	001-013-5310-0000	29.90
INTRUST CARD CENTER	INV0045843	MEMBERSHIP CANINE ASSOCI...	001-021-5310-0000	50.00
INTRUST CARD CENTER	INV0045844	TEMAAT/HUMIG-COURT CLO...	001-021-5305-0000	49.96
INTRUST CARD CENTER	INV0045844	ALTERNATIONS-CRAWLEY	001-021-5305-0000	46.40
INTRUST CARD CENTER	INV0045844	GATZ-COURT CLOTHES	001-021-5305-0000	166.58
INTRUST CARD CENTER	INV0045844	AMAZON-MICE TRAPS/LYSOL ...	001-021-5310-0000	9.16
INTRUST CARD CENTER	INV0045849	ROCK AUTO - DOOR LATCHES	001-021-5307-0000	524.15
INTRUST CARD CENTER	INV0045849	SUPERIOR LIGHTING - SOUTH ...	001-033-5307-0000	209.90
INTRUST CARD CENTER	INV0045849	WALMART - DOG FOOD	001-041-5310-0000	111.12
INTRUST CARD CENTER	INV0045850	UPS - SHIP BODY CAM FOR RE...	001-021-5213-0000	18.61
INTRUST CARD CENTER	INV0045850	KELLY REGISTRATION - STATE ...	001-041-5213-0000	200.00
INTRUST CARD CENTER	INV0045850	WALMART - SPONGES & CAT ...	001-041-5310-0000	95.64
INTRUST CARD CENTER	INV0045856	RICKARD-GOVERNORS WATER...	001-012-5211-0000	205.00
INTRUST CARD CENTER	INV0045857	AWARD BARS - UNIFORM SUP...	001-023-5305-0000	77.00
INTRUST CARD CENTER	INV0045857	ACRYLIC LETTERS	001-023-5306-0000	587.04

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0045858	TRAINING MEAL	001-023-5211-0000	131.88
INTRUST CARD CENTER	INV0045859	WATER	001-023-5211-0000	53.60
INTRUST CARD CENTER	INV0045859	STATION SUPPLIES	001-023-5309-0000	105.13
INTRUST CARD CENTER	INV0045860	SPLASH PAD REPAIR TO PUMP	001-033-5307-0000	144.51
INTRUST CARD CENTER	INV0045860	PLASTIC CONTAINERS FOR UM...	001-051-5310-0000	47.94
INTRUST CARD CENTER	INV0045860	CONCESSIONS	001-051-5327-0000	77.60
INTRUST CARD CENTER	INV0045860	CONCESSIONS	001-051-5327-0000	29.96
INTRUST CARD CENTER	INV0045860	POOL CONCESSIONS - SPOONS	001-051-5327-0000	14.34
INTRUST CARD CENTER	INV0045860	VOLLEYBALLS AND EQUIPMEN...	001-051-5331-0000	263.76
INTRUST CARD CENTER	INV0045861	STAFF LUNCH	001-051-5211-0000	26.98
INTRUST CARD CENTER	INV0045861	CONCESSIONS	001-051-5327-0000	13.98
INTRUST CARD CENTER	INV0045861	CONCESSIONS	001-051-5327-0000	17.98
INTRUST CARD CENTER	INV0045861	SOCCER BALLS	001-051-5331-0000	-119.23
INTRUST CARD CENTER	INV0045861	SOCCER BALLS	001-051-5331-0000	119.23
INTRUST CARD CENTER	INV0045861	ATHLETIC SUPPLIES	001-051-5331-0000	1,205.89
INTRUST CARD CENTER	INV0045861	SOCCER BALLS	001-051-5331-0000	194.83
INTRUST CARD CENTER	INV0045861	SOCCER BALLS	001-051-5331-0000	119.88
INTRUST CARD CENTER	INV0045926	CITY BLUE PRINT - PAFR PRINT...	001-011-5212-0000	32.25
INTRUST CARD CENTER	INV0045927	AFFORDABLE AUTO GLASS-WI...	001-033-5201-0000	66.95
INTRUST CARD CENTER	INV0045927	AFFORDABLE AUTO GLASS-WI...	001-033-5201-0000	239.99
INTRUST CARD CENTER	INV0045928	JIMMY'S EGG-LUNCH W/MAY...	001-011-5211-0000	20.68
INTRUST CARD CENTER	INV0045928	FIESTA MEXICANA-LUNCH W/...	001-011-5211-0000	20.18
INTRUST CARD CENTER	INV0045928	HAMPTONS LUNCH W/MAYOR...	001-011-5211-0000	18.43
INTRUST CARD CENTER	INV0045928	WILLIE'S-LUNCH W/MAYOR 7/...	001-011-5211-0000	16.89
INTRUST CARD CENTER	INV0045928	WILLIE'S-LUNCH W/COMMISS...	001-011-5211-0000	16.64
INTRUST CARD CENTER	INV0045928	BREWCO LUNCH W/COMMISS...	001-011-5211-0000	15.37
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-011-5301-0000	35.97
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-012-5301-0000	31.98
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-023-5301-0000	31.98
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-041-5301-0000	16.00
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-042-5301-0000	35.97
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	001-051-5301-0000	35.97
INTRUST CARD CENTER	INV0045933	SOCCER BALLS	001-051-5331-0000	119.23
COX COMMUNICATIONS	094041101 AUG 2022	ACT 094041101 SERVICE FROM...	001-021-5205-0000	54.98
GALLS, LLC	021949875	MENS TROUSERS- 4	001-021-5305-0000	249.00
AMAZON CAPITAL SERVICES	1CXF-VQD1-1KFG	RICKARD SHIRT	001-012-5305-0000	34.15
STACY E WILSON	INV0045862	8-22-22 MICHAEL COOTS 0019...	001-000-1017-0000	76.50
ACE HARDWARE	K77270	RAGS, BOLTS FOR TRUCK	001-012-5310-0000	19.61
ACE HARDWARE	K77275	CHAINSAW SUPERLUB	001-033-5307-0000	6.00
AMAZON CAPITAL SERVICES	1DHW-QGYT-DVW9	OFFICE SUPPLIES/MISC SUPPLI...	001-012-5301-0000	20.16
AMAZON CAPITAL SERVICES	1DHW-QGYT-DVW9	OFFICE SUPPLIES/MISC SUPPLI...	001-012-5310-0000	112.33
THE QUIKRETE COMPANIES	25545308	SAND FOR BALLFIELDS	001-051-5308-0000	982.37
ACE HARDWARE	K77297	HARDWARE	001-051-5308-0000	2.96
BRADY INDUSTRIES OF KANSAS	7488667	TRASH BAGS	001-051-5310-0000	52.86

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
DON'S HEATING AND AIR INC	I3239	NEW THERMOSTAT FOR MAC ...	001-051-5315-0000	634.18
SUTHERLAND LUMBER TALLG...	148610	SUPPLIES FOR SIGNS	001-051-5310-0000	15.98
SEVEN K COMPANY	184461	UNIFORM SUPPLY	001-023-5305-0000	445.35
IMAGEQUEST INC.	IN3830155	PRINTING CHARGES	001-051-5210-0000	78.44
TABY L WEHRY	INV0045863	8-25-22 ASHALEIGHA WEHRY ...	001-000-1017-0000	179.00
OFFICE OF THE KANSAS STATE ...	INV0045932	JUDLAW FEE MONTH OF AUG...	001-000-1014-0000	99.00
OFFICE OF THE KANSAS STATE ...	INV0045932	JUDLAW FEE MONTH OF AUG...	001-000-1018-0000	2,227.50
OFFICE OF THE KANSAS STATE ...	INV0045932	JUDLAW FEE MONTH OF AUG...	001-000-1019-0000	366.00
OFFICE OF THE KANSAS STATE ...	INV0045932	JUDLAW FEE MONTH OF AUG...	001-000-1021-0000	40.00
ACE HARDWARE	K77329	ROUNDUP	001-033-5304-0000	45.99
ACE HARDWARE	K77333	SPRAYER, SPRINKLER, WEED C...	001-033-5309-0000	14.99
ACE HARDWARE	K77333	SPRAYER, SPRINKLER, WEED C...	001-033-5310-0000	41.16
INTRUST BANK, N.A.	00087154161-54705 AUG 2022	TOWER	001-023-7506-0000	10,028.18
INTRUST BANK, N.A.	00087154161-54705 AUG 2022	TOWER	001-023-7516-0000	710.51
GALLS, LLC	021992603	EL DO POLICE KS TO	001-021-5305-0000	584.00
AMAZON CAPITAL SERVICES	19N4-NP34-TNJ6	UNIFORM SUPPLY - PANTS	001-023-5305-0000	61.49
AMAZON CAPITAL SERVICES	1G19-9PP6-NKVF	UNIFORM SUPPLY - PANTS	001-023-5305-0000	111.84
MICHAEL H KELLY	INV0045864	8-26-22 HEATHER EDWARDS 0...	001-000-1017-0000	50.00
ACE HARDWARE	K77337	WEED EATER STRING	001-033-5310-0000	33.00
ACE HARDWARE	K77341	NM PARK CAP	001-033-5308-0000	12.99
GALLS, LLC	022005032	W-SHIRT SEVERAL M-SHIRT	001-021-5305-0000	550.74
GALLS, LLC	022005062	TROUSERS	001-021-5305-0000	49.80
SUTHERLAND LUMBER TALLG...	148664	SHARPEN BLADES	001-042-5307-0000	48.69
AMAZON CAPITAL SERVICES	1VXG-FWCR-767F	SUMP BASIN	001-023-5307-0000	129.90
4 STATE MAINTENANCE SUPPL...	644730	CLEANING SUPPLIES	001-014-5310-0000	717.06
CAMPBELL PET COMPANY	0400738-IN	EZ NAB - 16" GREEN	001-041-5310-0000	175.66
COX COMMUNICATIONS	093980801 SEPT 2022	ACT 093980801 SERVICE FROM...	001-033-5205-0000	54.98
SUTHERLAND LUMBER TALLG...	148690	SHOVEL	001-051-5302-0000	25.99
LEAGUE OF KANSAS MUNICIP...	4805	COMMISSIONERS LKM CONF -...	001-011-5211-0000	825.00
ACE HARDWARE	K77373	SHEAR HEDGE	001-042-5302-0000	25.99
SAFETY PLUS	RT1-006227	MONTHLY FIRST AID UPDATE/...	001-021-5305-0000	218.39
KANSAS DEPARTMENT OF REV...	004-486035394-F02 AUG 2022	SALES TAX PERIOD 8/1/2022-8...	001-051-5209-0000	65.96
AMAZON CAPITAL SERVICES	11J3-6TRV-GKLC	HEX SERRATED FLANGE LOCK ...	001-033-5310-0000	41.94
ASSURED OCCUPATIONAL SOL...	2022 951	PRE-EMPLOYMENT & POST AC...	001-021-5201-0000	75.00
ASSURED OCCUPATIONAL SOL...	2022 951	PRE-EMPLOYMENT & POST AC...	001-023-5201-0000	75.00
KANSAS DEPARTMENT OF AGR...	2022/2023 ANNUAL RENEWAL	KANSAS SMALL ANIMAL LICEN...	001-041-5211-0000	335.00
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	001-012-5205-0000	14.53
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	001-023-5205-0000	13.40
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	001-051-5205-0000	13.33
INDUSTRIAL SCIENTIFIC CORP...	2558113	INET GAS MONITORING SUBS...	001-023-5210-0000	423.85
GLOBAL PAYMENTS INTEGRAT...	4131 AUG 2022	4131 AUG 2022 MERCHANT CC...	001-051-5203-0000	587.54
GLOBAL PAYMENTS INTEGRAT...	4132 AUG 2022	4132 AUG 2022 MERCHANT CC...	001-013-5203-0000	298.99
GLOBAL PAYMENTS INTEGRAT...	4132 AUG 2022	4132 AUG 2022 MERCHANT CC...	001-021-5203-0000	299.00
GLOBAL PAYMENTS INTEGRAT...	4133 AUG 2022	AUGUST 2022 MERCHANT CC ...	001-012-5203-0000	349.65

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
SUNRISE OILFIELD SUPPLY INC.	790272	NEOPRENE GASKET SHEET	001-033-5310-0000	49.74
BUMPER TO BUMPER OF EL D...	887319	38424 IGNITION LOCK CYLIND...	001-033-5307-0000	88.38
PUBLIC WHOLESALE WATER S...	INV0045936	PUMP WATER TO BALLFIELDS	001-051-5205-0000	50.00
ACE HARDWARE	K77386	SPRAY PAINT	001-033-5310-0000	7.99
MAX'S BREATHE EASY GASES &..	R28507	CYLINDERS	001-051-5210-0000	35.00
EASY ICE, LLC	00734278	ICE MACHINE RENTAL AT MAC	001-051-5210-0000	169.52
COX COMMUNICATIONS	020513702 SEPT 2022	ACT 020513702 SERVICE FROM..	001-021-5205-0000	84.61
COX COMMUNICATIONS	028608401 SEPT 2022	ADMIN	001-011-5205-0000	853.84
COX COMMUNICATIONS	028608401 SEPT 2022	BUILDING/ZONING	001-012-5205-0000	200.91
COX COMMUNICATIONS	028608401 SEPT 2022	ENGINEERING	001-012-5205-0000	251.13
COX COMMUNICATIONS	028608401 SEPT 2022	POLICE	001-021-5205-0000	904.08
COX COMMUNICATIONS	028608401 SEPT 2022	FIRE	001-023-5205-0000	502.27
COX COMMUNICATIONS	028608401 SEPT 2022	FIRE 2 INTERNET/CABLE	001-023-5205-0000	166.84
COX COMMUNICATIONS	028608401 SEPT 2022	FIRE 2	001-023-5205-0000	351.59
COX COMMUNICATIONS	028608401 SEPT 2022	PARKS	001-033-5205-0000	75.34
COX COMMUNICATIONS	028608401 SEPT 2022	ANIMAL SHELTER	001-041-5205-0000	125.57
COX COMMUNICATIONS	028608401 SEPT 2022	CEMETERY	001-042-5205-0000	50.23
COX COMMUNICATIONS	028608401 SEPT 2022	ACTIVITY CENTER	001-051-5205-0000	150.68
COX COMMUNICATIONS	028608401 SEPT 2022	REC	001-051-5205-0000	301.36
SUTHERLAND LUMBER TALLG...	148724	MULCH	001-033-5310-0000	30.32
SUTHERLAND LUMBER TALLG...	148730	SUMP BASIN INSTALL SUPPLIES	001-023-5310-0000	22.28
BUTLER COUNTY SHERIFF	20220901AUG	INMATE HOUSING FOR AUGU...	001-013-5311-0000	3,395.00
T & D TIRE AND AUTO REPAIR	20984	TIRE REPAIR	001-033-5207-0000	15.00
OFFICE PLUS OF KANSAS	4068926-0	HILIGHTER/DVDS/PENS/LARGE...	001-021-5301-0000	462.77
OFFICE PLUS OF KANSAS	4068959-0	AA BATTERIES	001-021-5301-0000	29.28
KANSAS GAS SERVICE	510264198 1615244 36 AUG 2...	ACT 510264198 161524436 SV...	001-041-5205-0000	131.00
VERIZON CONNECT FLEET USA ...	611000032139	VEHICLE TRACKING 08/01/22-...	001-033-5205-0000	434.36
ISERVE	6527	CONTRACT FACILITY SERV 09/...	001-014-5201-0000	4,588.00
TRANSUNION RISK AND ALTE...	65671-202208-1	AUGUST 2022	001-021-5201-0000	175.00
BUCKEYE CORPORATION	SO-3-32725	IRRIGATION SUPPLY	001-051-5308-0000	63.71
SUTHERLAND LUMBER TALLG...	148740	PIPE RETURN	001-023-5310-0000	-15.99
AMAZON CAPITAL SERVICES	1V49-7R3K-JW1F	IGNITION LOCK CYLINDER	001-033-5307-0000	87.56
EVERGY	1346147609 AUG 2022	932 N MAIN ST PARK SVC 8/5/...	001-033-5205-0000	402.96
EVERGY	2616450029 AUG 2022	924 N MAIN ST SAL SVC 8/4/2...	001-033-5205-0000	64.32
RECREATION REFUND ACCT	91483	91483 SHELLY DECKER - VOLLE...	001-000-4470-0000	30.00
RECREATION REFUND ACCT	91484	91484 MADELEINE CARTER - ...	001-000-4470-0000	26.00
RECREATION REFUND ACCT	91485	91485 GINNY MERTES - VOLLE...	001-000-4470-0000	30.00
RECREATION REFUND ACCT	91486	91486 MICAH GILBERT - SOCC...	001-000-4470-0000	30.00
AMAZON CAPITAL SERVICES	1HVD-Q6G9-T1JK	KEYBOARD	001-023-5301-0000	24.99
BUTLER COUNTY PRINTING	41373	ORANGE ABANDONED VEHICLE..	001-021-5212-0000	242.00
ACE HARDWARE	K77461	EXTRA KEY FOR STORAGE BUI...	001-021-5310-0000	1.49
TOWANDA BATTERY COMPANY	1344	MOWER BATTERY	001-033-5307-0000	135.90
ORKIN	233058714	MONTHLY SERVICE	001-012-5201-0000	89.00
COOPER LAW OFFICES	30	M WOOD 22-395 D ORSAK 22-...	001-013-5201-0000	600.00

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
BUMPER TO BUMPER OF EL D...	887778	#6029 IGNITION LOCK CYLIND...	001-051-5307-0000	66.92
BUTLER COUNTY REGISTER OF...	INV0045935	DEEDS 4979-4982	001-042-5213-0000	84.00
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	001-021-5303-0000	371.37
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	001-023-5303-0000	371.37
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	001-033-5303-0000	371.36
FAVRE LAW LLC	03626	CHELSEA MILBOURN 21-01112...	001-013-5201-0000	200.00
FAVRE LAW LLC	03627	STEPHANIE HERMRECK 22-000...	001-013-5201-0000	200.00
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	216/220 E FIRST AVE	001-011-5205-0000	28.04
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	226 N VINE	001-012-5205-0000	75.91
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	388 E CENTRAL	001-021-5205-0000	75.91
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	216/220 E FIRST AVE	001-023-5205-0000	24.15
CAMI R BAKER	CBAKER9-2022	JUDICAL SERVICES AUGUST 20...	001-013-5201-0000	3,000.00
COX COMMUNICATIONS	075905901 SEPT 2022	ACT 075905901 SERVICE FROM...	001-052-5205-0000	46.98
VERIZON WIRELESS	9915604724	COMMISSION - GREGG LEWIS	001-011-5205-0000	40.01
VERIZON WIRELESS	9915604724	COMMISSION - KENDRA WILK...	001-011-5205-0000	40.01
VERIZON WIRELESS	9915604724	COMMISSION - LEON LEACHM...	001-011-5205-0000	40.01
VERIZON WIRELESS	9915604724	COMMISSION - BILL YOUNG	001-011-5205-0000	40.01
VERIZON WIRELESS	9915604724	COMMISSION - KELLY TETRICK	001-011-5205-0000	40.01
VERIZON WIRELESS	9915604724	GPS HOTSPOT	001-012-5205-0000	40.01
VERIZON WIRELESS	9915604724	BUILDING OFFICIAL	001-012-5205-0000	49.94
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	40.03
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	19.92
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	37.39
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	46.73
VERIZON WIRELESS	9915604724	JOHN THOMPSON JETPACK	001-021-5205-0000	40.01
VERIZON WIRELESS	9915604724	COURT TEXT IN PHONE	001-021-5205-0000	35.98
VERIZON WIRELESS	9915604724	JET PACK #4	001-021-5205-0000	40.01
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	46.73
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	41.73
VERIZON WIRELESS	9915604724	BRANDON BUCK	001-021-5205-0000	46.73
VERIZON WIRELESS	9915604724	KEN TEMAAT	001-021-5205-0000	46.73
VERIZON WIRELESS	9915604724	POLICE DEPT	001-021-5205-0000	46.73
VERIZON WIRELESS	9915604724	FIRE JETPACK 2	001-023-5205-0000	40.01
VERIZON WIRELESS	9915604724	TONY TABLET	001-023-5205-0000	40.01
VERIZON WIRELESS	9915604724	FIRE CAPTAINS	001-023-5205-0000	35.98
VERIZON WIRELESS	9915604724	FIRE JETPACK 1	001-023-5205-0000	40.03
VERIZON WIRELESS	9915604724	RECREATION CLOCK IN PHONE	001-051-5205-0000	35.98
VERIZON WIRELESS	9915604724	RECREATION CLOCK IN PHONE	001-051-5205-0000	35.98
INTERSTATE BATTERIES OF CE...	45048102	BATTERIES	001-021-5307-0000	252.90
BUMPER TO BUMPER OF EL D...	887983	FIRE - OIL FILTER	001-023-5307-0000	4.85
ACE HARDWARE	K77514	EXTRA KEY - TBAKER	001-021-5310-0000	1.49
KANSAS HOUSING RESOURCES...	000000367901	RETURN KERA FUNDS FOR PA...	001-000-4691-0000	406.13
STANFIELD ROOFING	3110	ADMIN BLDG ROOF REPAIR	001-011-5206-0000	246.06
WOODRIVER ENERGY LLC	295704	210 E 1ST AVE - ADMIN	001-011-5205-0000	3.48

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
WOODRIVER ENERGY LLC	295704	210 E 1ST AVE - ADMIN	001-023-5205-0000	3.00
WOODRIVER ENERGY LLC	295704	222 E LOCUST AVE - ANIMAL S...	001-041-5205-0000	339.60
BUMPER TO BUMPER OF EL D...	888168	SHOP OIL FILTER	001-021-5307-0000	29.10
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	001-011-5201-0000	115.50
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	001-021-5201-0000	115.50
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	001-041-5201-0000	115.50
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	001-051-5201-0000	346.50
IMAGEQUEST INC.	IN3882615	ADMIN PRINTER	001-011-5210-0000	84.04
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-012-5210-0000	233.00
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-013-5210-0000	116.50
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-021-5210-0000	116.50
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-023-5210-0000	248.00
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-023-5210-0000	30.00
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	001-042-5210-0000	49.00
AMAZON CAPITAL SERVICES	13GW-M9HJ-J39C	NOTARY STAMP - AMANDA ST...	001-012-5213-0000	13.98
ANIMAL CONTROL REFUND A...	92008	92008 MEGAN LAMER-ADOPT...	001-041-5213-0000	85.00
INTRUST BANK, N.A.	INV0046128	ACCOUNT ANALYSIS FEE SEPT...	001-011-5203-0000	597.69
ANIMAL CONTROL REFUND A...	92009	92009 JANETT JACOBS-ADOPT...	001-041-5213-0000	90.00
ANIMAL CONTROL REFUND A...	92010	92010 DUSTIE STORMENT-AD...	001-041-5213-0000	85.00
ANIMAL CONTROL REFUND A...	92011	92011 RANDE WHITESIDE - A...	001-041-5213-0000	40.00
			Fund 001 - GENERAL FUND Total:	**62,827.56**
Fund: 003 - AIRPORT FUND				
INTRUST CARD CENTER	INV0045849	HARBOR FREIGHT - SWIVEL CA...	003-011-5310-0000	31.95
INTRUST CARD CENTER	INV0045850	AIRNAV.COM - RENEW UNTIL ...	003-011-5211-0000	70.00
ACE HARDWARE	K77376	NYLON ROPE	003-011-5310-0000	19.99
KANSAS DEPARTMENT OF REV...	004-486035394-F01 AUG 2022	SALES TAX PERIOD 8/1/2022-8...	003-011-5209-0000	1,159.31
BUTLER COUNTY RWD #6	0516 AUG 2022	WATER USAGE FOR AUGUST 2...	003-011-5205-0000	80.30
COX COMMUNICATIONS	028608401 SEPT 2022	AIRPORT	003-011-5205-0000	50.23
BUMPER TO BUMPER OF EL D...	887582	#46 FUEL PUMP	003-011-5307-0000	114.12
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	003-011-7501-0000	39,511.75
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	003-011-7511-0000	2,645.57
VERIZON WIRELESS	9915593292	ACT 942026139-00001 SVC 8/...	003-011-5205-0000	32.98
EVERGY	2053112166 SEPT 2022	1485 SE 30TH ST SAL SVC 8/11...	003-011-5205-0000	42.88
			Fund 003 - AIRPORT FUND Total:	**43,759.08**
Fund: 004 - FAMILY LIFE CENTER GRANT FUND				
FAMILY LIFE CENTER	202008 ESG CARES 20	ESG-CV-FFY2020	004-028-5213-0000	25,891.56
			Fund 004 - FAMILY LIFE CENTER GRANT FUND Total:	**25,891.56**
Fund: 005 - EL DORADO SENIOR CENTER FUND				
AMAZON CAPITAL SERVICES	1L7C-L6XY-LCRW	FUNDRAISER-PAINT/SIP	005-011-5213-0000	57.98
AMAZON CAPITAL SERVICES	1L7C-L6XY-LCRW	OFFICE SUPPLIES-COPY PAPER...	005-011-5301-0000	64.95
AMAZON CAPITAL SERVICES	1L7C-L6XY-LCRW	PROGRAM-LUNCH ROOM	005-011-5310-0000	14.99
AMAZON CAPITAL SERVICES	1CMM-X6FF-1G3K	FUNDRAISER-PAINT/SIP PAINT...	005-011-5213-0000	77.93
AMAZON CAPITAL SERVICES	1CMM-X6FF-1G3K	PROGRAM-LUNCH ROOM T-SH...	005-011-5310-0000	50.97

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES	1CMM-X6FF-1G3K	SAFETY/SANITIZE - MASKS	005-011-5312-0000	17.00
AMAZON CAPITAL SERVICES	19JX-D9Y7-696F	RETURNED HOMZ PLASTIC 3 D...	005-011-5301-0000	-38.00
AMAZON CAPITAL SERVICES	1MQQ-HL6L-61RD	LETTER TRAYS/DRAWER CARTS	005-011-5301-0000	120.77
DILLONS CUSTOMER CHARGES	50570 8/16/2022	OFFICE SUPPLIES	005-011-5301-0000	58.38
DILLONS CUSTOMER CHARGES	50570 8/16/2022	BUILDING SUPPLIES	005-011-5309-0000	66.65
DILLONS CUSTOMER CHARGES	50570 8/16/2022	VOLUNTEER APPRECIATION	005-011-5310-0000	112.64
DILLONS CUSTOMER CHARGES	50570 8/16/2022	PROGRAM - LUNCH ROOM	005-011-5310-0000	415.95
DILLONS CUSTOMER CHARGES	50570 8/16/2022	PROGRAM - SPLASH	005-011-5310-0000	25.99
DILLONS CUSTOMER CHARGES	50570 8/16/2022	PROGRAM - BINGO	005-011-5310-0000	174.34
DILLONS CUSTOMER CHARGES	50570 8/16/2022	PROGRAM - POTLUCK	005-011-5310-0000	290.09
DILLONS CUSTOMER CHARGES	50570 8/16/2022	KITCHEN SUPPLIES	005-011-5310-0000	288.29
INTRUST CARD CENTER	INV0045925	EMC INSURANCE	005-011-5204-0000	618.91
INTRUST CARD CENTER	INV0045925	ACE HARDWARE-KEYS & TRIG...	005-011-5213-0000	9.09
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	005-011-5205-0000	15.05
COX COMMUNICATIONS	028608401 SEPT 2022	SR CENTER CABLE	005-011-5205-0000	16.78
COX COMMUNICATIONS	028608401 SEPT 2022	SR CENTER	005-011-5205-0000	100.45
SENIOR CENTER REFUND ACC...	1002	1002 JOE RUIZ CLEANING 8/21...	005-011-5202-0000	260.00
EMC INSURANCE	7000495389	COMM PROP/GEN LIAB INSUR...	005-011-5204-0000	422.72
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	210 E SECOND AVE	005-011-5205-0000	77.90
VERIZON WIRELESS	9915604724	SENIOR CENTER	005-011-5205-0000	31.73
PETTY CASH	INV0045938	PETTY CASH FOR SR CENTER	005-011-5213-0000	200.00
WOODRIVER ENERGY LLC	295704	210 E 2ND AVE - SENIOR CENT...	005-011-5205-0000	9.68
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	005-011-5201-0000	115.50
SENIOR CENTER REFUND ACC...	1003	1003 BETHANY LACY SENIOR C...	005-000-4621-0000	125.00
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	005-011-5210-0000	209.00
			Fund 005 - EL DORADO SENIOR CENTER FUND Total:	**4,010.73**
Fund: 007 - MAJOR STREET FUND				
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	007-034-5201-0000	255.18
LKQ MID-AMERICA AUTO PAR...	137698382	RETURN AXLE ASSEMBLY	007-034-5307-0000	-1,231.00
BUMPER TO BUMPER OF EL D...	884082	REFRIGERANT	007-034-5307-0000	369.00
ANDALE READY MIX CENTRAL ...	173372	PU - AMERICAN LEGION 2.25 ...	007-034-5308-0000	38.30
KEY EQUIPMENT & SUPPLY CO	KC205057	REPAIR PROXIMITY VALVE	007-034-5207-0000	4,010.80
T & D TIRE AND AUTO REPAIR	20877	TIRE REPAIR	007-034-5207-0000	96.00
T & D TIRE AND AUTO REPAIR	20884	TIRE REPAIR	007-034-5207-0000	14.00
CONCRETE MATERIALS CO.	601191	PW - 2CY @ $141.50, ROCK, 1...	007-034-5308-0000	283.00
APAC KANSAS, INC	8001857813	PW - ASPHALT 7.64T @$86.89 ...	007-034-5308-0000	663.83
INTRUST CARD CENTER	INV0045848	FS GRLEVELX - GRLEVEL3	007-034-5211-0000	85.95
INTRUST CARD CENTER	INV0045848	QT - GIFT CARD	007-034-5213-0000	50.00
INTRUST CARD CENTER	INV0045848	ODELFI - STRIP LAMP PRO	007-034-5302-0000	174.75
INTRUST CARD CENTER	INV0045848	MENARDS - FAN MOTOR	007-034-5306-0000	169.27
INTRUST CARD CENTER	INV0045848	POWER COMPONENT CORP - F...	007-034-5307-0000	247.09
INTRUST CARD CENTER	INV0045848	HP TUNERS - REPROGRAM EC...	007-034-5307-0000	299.94
INTRUST CARD CENTER	INV0045848	POWER COMPONENTS CORP -...	007-034-5307-0000	9.37

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0045849	KLEEN-RITE - GENERAL PUMPS...	007-034-5307-0000	163.17
INTRUST CARD CENTER	INV0045849	KLEEN-RITE - HIGH PRESSURE ...	007-034-5307-0000	111.25
INTRUST CARD CENTER	INV0045849	AGRILINE SUPPLY - NUT & BOL...	007-034-5310-0000	2,249.98
INTRUST CARD CENTER	INV0045850	GRIMCO - SIGN PARTS	007-034-5325-0000	288.22
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	007-034-5301-0000	31.98
INTRUST CARD CENTER	INV0045931	FOREIGN TRANSACTION FEE	007-034-5302-0000	3.49
O'REILLY AUTOMOTIVE, INC	0255-279024	ABSORBENT	007-034-5310-0000	263.67
T & D TIRE AND AUTO REPAIR	20916	TIRE REPAIR	007-034-5207-0000	96.00
T & D TIRE AND AUTO REPAIR	20917	TIRE REPAIR	007-034-5207-0000	85.00
SUPERIOR AUTO CARE	RO #6965	ALIGNMENT	007-034-5207-0000	131.81
T & D TIRE AND AUTO REPAIR	20928	TIRE REPAIR	007-034-5207-0000	96.50
ORKIN	231520606	PW MONTHLY SERV AUGUST ...	007-034-5201-0000	96.00
WHEAT STATE RENTAL, INC.	I-002811	ASPHALT ROLLER RENTAL	007-034-5210-0000	150.00
AMAZON CAPITAL SERVICES	1KMC-4G4Q-1MX7	R134A REPLACEMENT	007-034-5307-0000	389.97
T & D TIRE AND AUTO REPAIR	20939	TIRE REPAIR	007-034-5207-0000	25.00
BUMPER TO BUMPER OF EL D...	886957	ASST-FUSE	007-034-5307-0000	11.59
APAC KANSAS, INC	8001857953	PW - ASPHALT 9.37T@$86.90/...	007-034-5308-0000	814.26
AMAZON CAPITAL SERVICES	1MJ6-RYY3-VLVX	THE ORIGINAL WORK GLOVES	007-034-5310-0000	108.10
AMAZON CAPITAL SERVICES	11XN-HLCP-DXYK	JUMP SEAT ARMREST COVER	007-034-5307-0000	88.98
SUTHERLAND LUMBER TALLG...	148657	HIGH PRESSURE HOSE	007-034-5307-0000	58.99
ACE HARDWARE	K77355	HOLE SAWS	007-034-5310-0000	58.97
WHEAT STATE RENTAL, INC.	I-002816	ASPHALT ROLLER RENTAL	007-034-5210-0000	150.00
SUTHERLAND LUMBER TALLG...	148685	SLIP JOINT PLIERS, TOILET GAS...	007-034-5310-0000	24.48
NORRIS SERVICE CENTER	17376	MASTER CYLINDER & BOOSTER..	007-034-5207-0000	2,019.05
AMAZON CAPITAL SERVICES	1793-W91G-77FV	METAL HANGARS	007-034-5310-0000	44.95
AMAZON CAPITAL SERVICES	1CMR-C3PP-16MW	DORMAN HELP	007-034-5310-0000	8.98
T & D TIRE AND AUTO REPAIR	20965	TIRE REPAIR	007-034-5207-0000	15.00
APAC KANSAS, INC	8001858078	39.03 TON ASPHALT	007-034-5308-0000	1,130.57
ACE HARDWARE	K77371	DECK MOP	007-034-5310-0000	3.00
SAFETY PLUS	RT1-006228	REFILL SAFETY CABINET	007-034-5312-0000	31.34
1000 BULBS.COM	W03306634	MOGUL BASE SOCKET	007-034-5307-0000	104.36
ASSURED OCCUPATIONAL SOL...	2022 951	PRE-EMPLOYMENT & POST AC...	007-034-5201-0000	75.00
KANSAS ONE-CALL SYSTEM, INC	2080224	2022 AUG LOCATES 189 @ $1....	007-034-5201-0000	75.60
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	007-034-5205-0000	15.83
KANSASLAND TIRE WHOLESALE	56994	4 215/45R18 TIRES	007-034-5307-0000	462.08
COX COMMUNICATIONS	028608401 SEPT 2022	PUBLIC WORKS	007-034-5205-0000	552.49
ACE HARDWARE	K77401	BATTERY, FITTINGS	007-034-5310-0000	61.76
J&A TRAFFIC PRODUCTS	34793	12" CAP FOR 1 3/4" SQUARE P...	007-034-5310-0000	696.00
J&A TRAFFIC PRODUCTS	34794	HEX FLANGE NUTS	007-034-5310-0000	44.00
3M COMPANY	9418595032	WHITE REFLECTIVE SHEETING	007-034-5325-0000	784.80
AMAZON CAPITAL SERVICES	1W1D-FHHR-PRMV	25 PACK RECIPROCATING SAW...	007-034-5310-0000	97.39
CONCRETE MATERIALS CO.	605279	1400 NORWOOD 8CY CONCRE...	007-034-5308-0000	1,005.50
BUMPER TO BUMPER OF EL D...	887652	#153 SPARK PLUG, COIL ON P...	007-034-5307-0000	33.94
BUMPER TO BUMPER OF EL D...	887682	#153 TRANS SENSOR	007-034-5307-0000	45.91

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
BUMPER TO BUMPER OF EL D...	887753	#153 SPEED SENSOR	007-034-5307-0000	15.10
WHEAT STATE RENTAL, INC.	I-002826	ASPHALT ROLLER	007-034-5210-0000	260.00
SUTHERLAND LUMBER TALLG...	148833	PUSH BROOMS AND HANDLES	007-034-5310-0000	38.96
BUMPER TO BUMPER OF EL D...	887771	#153 SPEED SENSOR	007-034-5307-0000	-15.10
BUMPER TO BUMPER OF EL D...	887794	SWEEPER - PIGTAIL/SOCKET	007-034-5307-0000	6.17
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	007-034-5303-0000	371.37
J&A TRAFFIC PRODUCTS	34816	ALUM BLANKS	007-034-5325-0000	427.50
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	330 N GRIFFITH	007-034-5205-0000	79.90
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	222 E 2ND AVE	007-034-5205-0000	38.95
VERIZON WIRELESS	9915604724	BUILDING MAINTENANCE	007-034-5205-0000	41.73
VERIZON WIRELESS	9915604724	ANIMAL CONTROL HOTSPOT	007-034-5205-0000	40.01
VERIZON WIRELESS	9915604724	HOWARD GOLDSMITH	007-034-5205-0000	44.27
VERIZON WIRELESS	9915604724	BRAD SURFACE	007-034-5205-0000	40.01
VERIZON WIRELESS	9915604724	PUBLIC WORKS	007-034-5205-0000	49.94
AMAZON CAPITAL SERVICES	13XH-RNJC-LF3T	TUBING COIL	007-034-5310-0000	27.99
AMAZON CAPITAL SERVICES	1C9C-T9GL-GWFP	BRAKE SYSTEM BLEEDER, ADA...	007-034-5302-0000	234.00
BUMPER TO BUMPER OF EL D...	888093	#153 SPEED SENSOR	007-034-5307-0000	15.10
AMAZON CAPITAL SERVICES	1CJR-X1KR-4MNG	POWER WINDOW DOOR SWIT...	007-034-5307-0000	13.99
AMAZON CAPITAL SERVICES	1WTL-TFHT-4CLV	TRAILER WIRING HARNESS	007-034-5307-0000	32.99
PHILLIPS SOUTHERN ELECTRIC ...	2200300-00	12TH & MAIN - REPLACED POL...	007-034-5315-0000	3,660.00
WOODRIVER ENERGY LLC	295704	330 N GRIFFITH - PUBLIC WOR...	007-034-5205-0000	19.45
WOODRIVER ENERGY LLC	295704	222 E 2ND AVE - PUBLIC WOR...	007-034-5205-0000	4.84
ORKIN	233058404	PW MONTHLY SERV SEPT. 2022	007-034-5201-0000	96.00
LA FORGE'S BUSINESS MACHI...	38687	COPIER RENT	007-034-5210-0000	189.00
			Fund 007 - MAJOR STREET FUND Total:	**24,072.61**
Fund: 011 - BRADFORD MEMORIAL LIBRARY				
SHRED-IT USA	8001635527	SHREDDING SERV. = OFF-SITE ...	011-011-5201-0000	99.94
SHRED-IT USA	8001831563	SHREDDING SERV. = OFF-SITE ...	011-011-5201-0000	108.22
SHRED-IT USA	8002026262	SHREDDING SERV. = OFF-SITE ...	011-011-5201-0000	108.22
INTRUST CARD CENTER	CM0000919	ADOBE - CREDIT FOR CANCELL...	011-011-5315-0000	-23.88
INTRUST CARD CENTER	CM0000919	ADOBE - CREDIT FOR CANCELL...	011-011-5315-0000	-98.81
INTRUST CARD CENTER	INV0045845	ADOBE - SOFTWARE - 1 MON...	011-011-5201-0000	10.74
INTRUST CARD CENTER	INV0045845	ALA STORE - POSTERS/BK MA...	011-011-5212-0000	63.50
INTRUST CARD CENTER	INV0045845	DILLON'S - STAMPS x 2 ROLLS	011-011-5213-0000	120.00
INTRUST CARD CENTER	INV0045845	MAILCHIMP - ESSENTIALS PLA...	011-011-5213-0000	59.00
INTRUST CARD CENTER	INV0045845	DILLON'S - LYSOL, COFFE, TEA,...	011-011-5310-0000	70.42
INTRUST CARD CENTER	INV0045845	AMAZON - 1 BOOK - JUVENILE...	011-011-5313-0000	21.74
INTRUST CARD CENTER	INV0045845	AMAZON - 2 BOOKS - ADULT D...	011-011-5313-0000	35.08
INTRUST CARD CENTER	INV0045845	KRAKEN BOOKS - 1 BOOK - JU...	011-011-5313-0000	21.15
INTRUST CARD CENTER	INV0045845	AMAZON - 1 BOOK - JUVENILE...	011-011-5313-0000	8.74
INTRUST CARD CENTER	INV0045845	AMAZON - 2 BOOKS - ADULT D...	011-011-5313-0000	30.01
INTRUST CARD CENTER	INV0045845	AMAZON - 3 BOOKS - 1 ADULT...	011-011-5313-0000	52.74
INTRUST CARD CENTER	INV0045845	AMAZON - 9 BOOKS - ADULT D...	011-011-5313-0000	146.26

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
INTRUST CARD CENTER	INV0045845	AMAZON - 6 BOOKS - ADULT D...	011-011-5313-0000	70.76
INTRUST CARD CENTER	INV0045845	AMAZON - 1 DVD - ADULT DE...	011-011-5318-0000	5.90
INTRUST CARD CENTER	INV0045845	AMAZON - 2 MEMORIAL BKS - ...	011-011-5321-0000	49.45
INTRUST CARD CENTER	INV0045845	AMAZON - 10 BOOKS FOR AD...	011-011-5323-0000	69.90
INTRUST CARD CENTER	INV0045845	AMAZON - 2 PKS OF 100 CUPS ...	011-011-5323-0000	43.98
INTRUST CARD CENTER	INV0045845	AMAZON - GAZILLON BUBBLES...	011-011-5324-0000	13.93
INTRUST CARD CENTER	INV0045845	ORIENTAL TRADING CO - JUV. ...	011-011-5324-0000	359.42
INTRUST CARD CENTER	INV0045845	AMAZON - 6 ROLLS BK TAPE - 2..	011-011-5326-0000	73.60
SHRED-IT USA	8002214874	SHREDDING SERV. = OFF-SITE ...	011-011-5201-0000	109.02
CENGAGE LEARNING/GALE	78681054	2 MEMORIAL BOOKS - OUTRE...	011-011-5321-0000	46.50
CENGAGE LEARNING/GALE	78718391	1 BOOK - OUTREACH DEPART...	011-011-5313-0000	24.80
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	011-011-5205-0000	31.16
COX COMMUNICATIONS	028608401 SEPT 2022	LIBRARY	011-011-5205-0000	407.01
CENTER POINT, INC	1953379	16 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	382.32
CENTER POINT, INC	1954669	2 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	44.94
QUILL CORPORATION	27457169	2 x 4 LABELS & COPY PAPER x ...	011-011-5301-0000	79.97
MIDWEST TAPE	502613358	2 MEMORIAL AUDIOBOOKS - ...	011-011-5321-0000	69.98
MIDWEST TAPE	502616990	1 DVD - JUVENILE DEPARTME...	011-011-5318-0000	22.49
MIDWEST TAPE	502616991	4 DVDs - 1 JUVENILE DEPT. & 3...	011-011-5318-0000	93.71
ISERVE	6520	ROUTINE CLEANING OF LIBRA...	011-011-5201-0000	1,544.00
MIDWEST TAPE	502618852	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	26.24
BAKER & TAYLOR CO.	2036987845	7 BOOKS - ADULT DEPARTME...	011-011-5313-0000	118.30
BAKER & TAYLOR CO.	2036987846	1 BOOK - ADULT DEPARTMENT	011-011-5313-0000	16.40
DIGITAL OFFICE SYSTEMS	IN698979	SERVICE CONTACT - PATRON ...	011-011-5212-0000	50.11
BAKER & TAYLOR CO.	2036993227	35 BOOKS - ADULT DEPARTM...	011-011-5313-0000	612.36
BAKER & TAYLOR CO.	2036993228	3 BOOKS - FOR ADULT BOOK C...	011-011-5323-0000	90.90
BAKER & TAYLOR CO.	2036993229	1 BOOK - YOUNG ADULT DEPA...	011-011-5313-0000	26.35
BAKER & TAYLOR CO.	2036993230	13 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	146.64
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	011-011-7501-0000	30,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	011-011-7511-0000	1,500.00
AMANDA ASH	AASH08/2022	MILEAGE FOR LIBRARY ERRAN...	011-011-5211-0000	50.63
EVA TOWER	ETOWER07/2022	MILEAGE FOR OUTREACH DELI...	011-011-5322-0000	5.00
EVA TOWER	ETOWER08/2022	MILEAGE FOR OUTREACH DELI...	011-011-5322-0000	8.75
RISE VISION	95539	ANNUAL LICENSES FOR RISE VI...	011-011-5201-0000	231.00
			Fund 011 - BRADFORD MEMORIAL LIBRARY Total:	**37,258.59**
Fund: 014 - INDUSTRIAL MILL LEVY FUND				
EL DORADO INC.	3815	4TH QTR 2022 GENERAL FUND...	014-061-5201-0000	17,500.00
			Fund 014 - INDUSTRIAL MILL LEVY FUND Total:	**17,500.00**
Fund: 016 - SPECIAL PARKS & RECREATION FUND				
FUTURE PRO, INC	24773	VOLLEYBALL SYSTEM	016-000-1710-0000	3,437.50
FUTURE PRO, INC	24775	VOLLEYBALL NET / SUPPLIES	016-000-1710-0000	949.30
INTRUST CARD CENTER	INV0045860	PICKLEBALL NETS	016-000-1710-0000	1,169.85
			Fund 016 - SPECIAL PARKS & RECREATION FUND Total:	**5,556.65**

Vendor Name	Payable Number	Description (Item)	Account Number		Amount
Fund: 018 - SELF INSURANCE RESERVE FUND					
YMCA	33729	08-2022 YMCA MEMBERSHIPS	018-011-5401-0000		3,026.50
FREEDOM CLAIMS MANAGEM...	INV0046120	08/30/22 FCMI CLAIMS	018-011-5219-0000		2,029.48
HEARTLAND RETIREMENT & B...	COE-E09012022	SEPT 2022 EMPLOYEE BENEFIT...	018-011-5201-0000		1,250.00
FREEDOM CLAIMS MANAGEM...	INV0046121	09/02/22 FCMI CLAIMS	018-011-5219-0000		1,533.49
FREEDOM CLAIMS MANAGEM...	INV0046122	09/09/22 FCMI CLAIMS	018-011-5219-0000		1,575.49
VISION SERVICE PLAN	INV0046126	SEPTEMBER 2022 VSP PREMI...	018-011-5204-0000		3,187.77
PRINCIPAL LIFE INSURANCE C...	INV0046125	OCTOBER 2022 PRINCIPAL PR...	018-011-5204-0000		505.56
VISION SERVICE PLAN	9588673653	OCTOBER 2022 VISION PREMI...	018-011-5204-0000		3,208.98
FREEDOM CLAIMS MANAGEM...	911253-202209	SEPTEMBER FCMI PREMIUM	018-011-5204-0000		5,638.63
FREEDOM CLAIMS MANAGEM...	INV0046124	09/20/2022 FCMI CLAIMS	018-011-5219-0000		6,594.32
FREEDOM CLAIMS MANAGEM...	INV0046123	09/27/2022 FCMI CLAIMS	018-011-5219-0000		1,773.11
				Fund 018 - SELF INSURANCE RESERVE FUND Total:	**30,323.33**
Fund: 019 - COMMUNITY DEVELOPMENT DISTRICT					
SUPER 8	INV0045921	AUG '22 MONTHLY PYMT PER ...	019-011-5213-0000		939.69
RED COACH INN	INV0045922	AUG '22 MONTHLY PYMT PER ...	019-011-5213-0000		1,327.47
GUFFEY ZUMWALT PROPERTIE...	INV0045923	AUG '22 MONTHLY PYMT PER ...	019-011-5213-0000		1,823.36
DAYS INN & SUITES	INV0045924	AUG '22 MONTHLY PYMT PER ...	019-011-5213-0000		4,555.44
				Fund 019 - COMMUNITY DEVELOPMENT DISTRICT Total:	**8,645.96**
Fund: 020 - SALES TAX FUND					
KANSAS DEPARTMENT OF REV...	004-486035394-F02 AUG 2022	SALES TAX PERIOD 8/1/2022-8...	020-011-5209-0000		2,214.33
				Fund 020 - SALES TAX FUND Total:	**2,214.33**
Fund: 024 - TOURISM TAX FUND					
IMAGEQUEST INC.	IN3661117	ADMIN PRINTER SVC 5/16/20...	024-011-5210-0000		56.72
SEVEN K COMPANY	184121	CITY OF GOLD FEST BUTTONS (...	024-011-5213-0000		780.00
INTRUST CARD CENTER	INV0045926	JOE SNUFFYS-KS MEDIA EVENT...	024-011-5211-0000		16.57
INTRUST CARD CENTER	INV0045926	WAL MART-SUPPLIES FOR KS ...	024-011-5310-0000		32.29
INTRUST CARD CENTER	INV0045927	4IMPRINT-GOLD FEST SUNGLA...	024-011-5213-0000		509.79
INTRUST CARD CENTER	INV0045929	WAL MART- RETURN TOTE	024-011-5213-0000		-9.28
INTRUST CARD CENTER	INV0045929	WAL MART- TOTES FOR BANN...	024-011-5213-0000		123.16
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	024-011-5301-0000		35.97
INTRUST CARD CENTER	INV0045930	SQUARE - EMAIL SERVICE	024-011-5201-0000		15.97
INTRUST CARD CENTER	INV0045930	ADOBE-CREATVIE CLOUD ALL ...	024-011-5201-0000		59.11
INTRUST CARD CENTER	INV0045930	GO DADDY DOMAIN/PROTEC...	024-011-5201-0000		50.16
INTRUST CARD CENTER	INV0045930	VISTA PRINT GOLD FEST CARD	024-011-5212-0000		270.51
INTRUST CARD CENTER	INV0045930	FACEBOOK-VARIOUS ADS	024-011-5212-0000		300.00
INTRUST CARD CENTER	INV0045930	BREWSKI BARN - SAMPLES FOR...	024-011-5213-0000		41.01
INTRUST CARD CENTER	INV0045930	WALNUT VALLEY PACKING - F...	024-011-5213-0000		20.16
INTRUST CARD CENTER	INV0045930	ID & C GOLD FEST VIP WRIST ...	024-011-5213-0000		360.13
INTRUST CARD CENTER	INV0045930	SQUARE - WEBSITE	024-011-5213-0000		29.00
INTRUST CARD CENTER	INV0045930	WAL MART - BUBBLE ENVELO...	024-011-5301-0000		3.40
SUTHERLAND LUMBER TALLG...	148598	PARADE FLOAT SUPPLIES	024-011-5213-0000		17.36
KANSAS DEPARTMENT OF REV...	004-486035394-F02 AUG 2022	SALES TAX PERIOD 8/1/2022-8...	024-011-5209-0000		176.93

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
COX COMMUNICATIONS	028608401 SEPT 2022	CVB	024-011-5205-0000	100.45
AMAZON CAPITAL SERVICES	1DL4-PG6X-QG9F	SIGNS FOR EVENTS	024-011-5213-0000	138.59
AMAZON CAPITAL SERVICES	173T-XPVN-VKG6	GOLD FEST BUTTON BAGS	024-011-5213-0000	12.99
SEVEN K COMPANY	184575	GOLD FEST BUTTONS & MEDA...	024-011-5213-0000	170.25
PETTY CASH	INV0045939	PETTY CASH FOR GOLD FEST	024-011-5213-0000	1,000.00
NATHAN ADAMSON	INV0045948	GOLD FEST BAND FOR ACTIVIT...	024-011-5201-0000	300.00
INSURANCE CENTER, INC	15466	GOLD FEST INSURANCE	024-011-5204-0000	980.50
AMERICAN FUN FOOD CO	2030463-0	GOLD FEST SNO CONE SOCIAL	024-011-5213-0000	59.20
IMAGEQUEST INC.	IN3882615	ADMIN PRINTER	024-011-5210-0000	67.23
PETTY CASH	INV0045950	GOLD FEST BAND RIDER	024-011-5213-0000	500.00
PIPER LANDON	INV0045951	GOLD FEST ENTERTAINMENT	024-011-5201-0000	2,000.00
BALLET WICHITA, INC	INV0045952	GOLD FEST ENTERTAINMENT	024-011-5201-0000	1,500.00
CHASE HOLTON	INV0045953	GOLD FEST ENTERTAINMENT	024-011-5201-0000	1,200.00
JAMES CARL NYLAND	INV0045954	GOLD FEST ENTERTAINMENT	024-011-5201-0000	200.00
JAMES BOBETSKY	INV0045955	GOLD FEST ENTERTAINMENT	024-011-5201-0000	800.00
BRETT WESTGROVE LLC	INV0045956	GOLD FEST ENTERTAINMENT	024-011-5201-0000	7,500.00
PRO AUDIO SYSTEMS INC.	INV0045957	GOLD FEST ENTERTAINMENT	024-011-5201-0000	9,500.00
SECRET KNOCK, LLC	1136642	GOLD FEST ENTMT - JEFFERSO...	024-011-5201-0000	12,500.00
			Fund 024 - TOURISM TAX FUND Total:	**41,418.17**
Fund: 027 - EXPENDABLE TRUST FUND				
INTRUST CARD CENTER	CM0000918	CREDIT FOR CANCELED HOTEL...	027-021-5211-0000	-975.98
			Fund 027 - EXPENDABLE TRUST FUND Total:	**-975.98**
Fund: 030 - CONSTRUCTION FUND				
GARVER	21T41352-4	MYERS EAST PLATTING SERVIC...	030-011-5201-0584	1,031.83
GARVER	21T41352-4	MYERS EAST PLATTING SERVIC...	030-011-5201-0585	1,031.83
GARVER	21T41356-5	STREET DESIGN DEER RUN	030-011-5201-0590	8,978.40
PROFESSIONAL ENGINEERING ...	453274	HUNTON,SIMPSON,2ND,5TH ...	030-011-5201-0569	1,985.60
PROFESSIONAL ENGINEERING ...	453274	HUNTON,SIMPSON,2ND,5TH ...	030-011-5201-0570	734.40
SUTHERLAND LUMBER TALLG...	148842	MATERIAL TO REPAIR SALT W...	030-011-5213-0591	49.96
			Fund 030 - CONSTRUCTION FUND Total:	**13,812.02**
Fund: 031 - BUILDING DEMOLITION				
KANSAS SECURED TITLE	5146228	312 W 5TH TITLE SEARCH	031-027-5201-0000	100.00
KANSAS SECURED TITLE	5146230	1210 ORIENT TITLE SEARCH	031-027-5201-0000	100.00
KANSAS SECURED TITLE	5146229	TITLE SEARCH 618 W BENTON	031-027-5201-0000	100.00
SOHAN SAROYA	435	REPURCHASE 435 SUNFLOWER	031-027-7405-0000	4,000.00
			Fund 031 - BUILDING DEMOLITION Total:	**4,300.00**
Fund: 040 - BOND & INTEREST FUND				
OFFICE OF THE KANSAS STATE ...	R1221101118590	SERIES 2019A	040-071-7501-0000	110,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118590	SERIES 2019A	040-071-7511-0000	39,824.99
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	040-071-7501-0000	154,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	040-071-7511-0000	13,531.10
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 REFUNDING	040-071-7501-0000	260,000.00

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	040-071-7501-0000	130,180.83
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	040-071-7511-0000	8,716.46
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 REFUNDING	040-071-7511-0000	10,700.00
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	040-071-7501-0000	145,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	040-071-7511-0000	7,500.00
OFFICE OF THE KANSAS STATE ...	R1221101118594	SERIES 2010 BOND	040-071-7501-0000	76,790.00
OFFICE OF THE KANSAS STATE ...	R1221101118594	SERIES 2010 BOND	040-071-7511-0000	5,008.63
OFFICE OF THE KANSAS STATE ...	R1221101118595	INFASTRUCTURE PROJECTS	040-071-7501-0000	168,816.27
OFFICE OF THE KANSAS STATE ...	R1221101118595	FIRE ENGINE	040-071-7501-0000	44,826.73
OFFICE OF THE KANSAS STATE ...	R1221101118595	REFUNDING GO BOND SERIES ...	040-071-7501-0000	166,357.00
OFFICE OF THE KANSAS STATE ...	R1221101118595	INFASTRUCTURE PROJECTS	040-071-7511-0000	47,468.48
OFFICE OF THE KANSAS STATE ...	R1221101118595	REFUNDING GO BOND SERIES ...	040-071-7511-0000	46,776.95
OFFICE OF THE KANSAS STATE ...	R1221101118595	FIRE ENGINE	040-071-7511-0000	12,604.57
			Fund 040 - BOND & INTEREST FUND Total:	**1,448,102.01**
Fund: 060 - WATER FUND				
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	060-002-5201-0000	41.16
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	060-003-5201-0000	98.78
J.M. O'CONNOR COMPANY, INC	81512741	WTP - BOILER REPAIR & PARTS	060-002-5207-0000	768.36
HACH COMPANY	13154948	WTP - LAB SUPPLIES	060-002-5304-0000	281.85
ESI	849360	WTP - RPLCMNT OF MAG, PO...	060-002-5207-0000	1,530.00
SUTHERLAND LUMBER TALLG...	148378	DISTR - GLOVES, SPRAYERS	060-003-5302-0000	20.00
SUTHERLAND LUMBER TALLG...	148378	DISTR - GLOVES, SPRAYERS	060-003-5312-0000	9.98
ANDALE READY MIX CENTRAL ...	173372	PU - AMERICAN LEGION 2.25 ...	060-003-5308-0000	344.70
BOB BERGKAMP CONSTRUCTI...	19988	DISTR - SHOP ROCK, 3/4" 48.7...	060-003-5308-0000	463.14
SUTHERLAND LUMBER TALLG...	148476	DISTR - LAWN SPRAYERS	060-003-5302-0000	36.98
CONCRETE MATERIALS CO.	600813	DISTR - 3RD & TAYLOR, ROCK 5...	060-003-5308-0000	617.00
CONCRETE MATERIALS CO.	601191	PU - 1CY @ $141.50, ROCK, 2...	060-003-5308-0000	141.50
APAC KANSAS, INC	8001857813	PU - ASPHALT 6.3T @$86.89 (3...	060-003-5308-0000	547.55
INTRUST CARD CENTER	INV0045852	PU1 - DILLONS/2022 JULY SAF...	060-003-5213-0000	9.06
INTRUST CARD CENTER	INV0045852	PU1 - WALMART/DUCK POND ...	060-003-5302-0000	54.18
INTRUST CARD CENTER	INV0045852	PU1 - WALNUT VP/2022 JULY ...	060-003-5312-0000	56.61
INTRUST CARD CENTER	INV0045852	PU1 - DILLONS/2022 JULY SAF...	060-003-5312-0000	95.07
INTRUST CARD CENTER	INV0045853	PU2 - KDHE/CURT JOHNSON ...	060-002-5211-0000	25.00
INTRUST CARD CENTER	INV0045854	PU3 - SAMS/COFFEE (2), BOW...	060-003-5310-0000	44.76
INTRUST CARD CENTER	INV0045854	PU3 - SAMS/CUPS, FORKS, - W...	060-003-5310-0000	24.96
INTRUST CARD CENTER	INV0045855	JASON - FIESTA/DISTR - BUDG...	060-003-5211-0000	57.35
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	060-001-5301-0000	35.97
CORE & MAIN LP	R396976	#2232 ORD#901 - 6" X 22 1/2 ...	060-000-0410-0000	345.12
CORE & MAIN LP	R396976	#2232 ORD#901 - 6" X 22 1/2 ...	060-000-0410-0000	362.28
CORE & MAIN LP	R396976	DISTR - BOLTS	060-003-5308-0000	429.80
CORE & MAIN LP	R410094	#3340 ORD#902 - HYMAX CO...	060-000-0410-0000	989.28
CORE & MAIN LP	R424157	DISTR - 6X6 TAP SLEEVE	060-003-5308-0000	534.22
BILL'S ELECTRIC, INC	I7231	DISTR - OIL MUSEUM METER I...	060-002-5208-0000	313.35

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
R.E. PEDROTTI COMPANY	13391	WTP - FILTER 4 CONTROL SERV	060-002-5207-0000	939.00
SUTHERLAND LUMBER TALLG...	148578	DISTR - RATCHET HANDLES (4)	060-003-5302-0000	23.96
SUTHERLAND LUMBER TALLG...	148578	DISTR - GLOVES	060-003-5312-0000	4.99
CONCRETE MATERIALS CO.	601877	DISTR - 2ND & TAYLOR, ROCK ...	060-003-5308-0000	889.50
GRAINGER	9421488645	DISTR - FIRE HYDRANT RELIEF ...	060-003-5315-0000	4,209.45
SUTHERLAND LUMBER TALLG...	148597	DISTR - T POSTS	060-003-5308-0000	129.80
SIDENER ENVIRONMENTAL SE...	529397	WTP - LAB CL2 TITRATOR, MAI...	060-002-5307-0000	280.25
FASTENAL COMPANY	KSELD118608	DISTR - CAUTION TAPE	060-003-5312-0000	17.95
MID-AMERICAN RESEARCH CH...	0770363-IN	DISTR - EAST PARK POND TRE...	060-003-5308-0000	1,051.22
HACH COMPANY	13213525	WTP - LAB SUPPLIES	060-002-5304-0000	246.21
CONCRETE MATERIALS CO.	602438	DISTR - 2ND&TAYLOR, HIGH & ...	060-003-5308-0000	315.50
APAC KANSAS, INC	8001857953	PU - ASPHALT 3.75T@$86.90/...	060-003-5308-0000	325.87
DON'S HEATING AND AIR INC	i2379	WTP - DIAGNOSTIC FEE, BOILE...	060-002-5207-0000	59.95
CORE & MAIN LP	Q922674	#2605 ORD#904 - 2" MJ CAP	060-000-0410-0000	331.74
CORE & MAIN LP	Q922674	DISTR - PERMAGRIP(6)	060-003-5308-0000	214.38
CORE & MAIN LP	R419047	#2005 ORD#906 - 6" X 12" MJ ...	060-000-0410-0000	462.26
CORE & MAIN LP	R419047	#6330 ORD#906 - 2" CORP/CO...	060-000-0410-0000	649.28
HACH COMPANY	13215125	WTP - PH PROBE/SUPPLY	060-002-5304-0000	328.16
SUTHERLAND LUMBER TALLG...	148619	DISTR - RATCHET	060-003-5302-0000	35.99
SUTHERLAND LUMBER TALLG...	148619	DISTR - METAL CAPS	060-003-5308-0000	7.98
BOB BERGKAMP CONSTRUCTI...	20191	DISTR - SHOP SAND	060-003-5308-0000	857.91
EUROFINS EATON ANALYTICAL,..	8100027942	WTP - LAB TESTING	060-002-5201-0000	260.00
GRAINGER	9426244092	DISTR - (2) TAPE MEASURE 1/1...	060-003-5302-0000	27.32
ACE HARDWARE	K77339	DISTR - MISC/SPADE, DUCT TA...	060-003-5302-0000	111.98
ACE HARDWARE	K77339	DISTR - MISC/SPADE, DUCT TA...	060-003-5308-0000	10.58
ACE HARDWARE	K77339	DISTR - MISC/SPADE, DUCT TA...	060-003-5310-0000	2.98
ACE HARDWARE	K77348	DISTR - TIRE PROTECTNT	060-003-5310-0000	9.59
BEVERAGE CARBONATION SER...	R135764	WTP - 2022 AUG EQUIP CHAR...	060-002-5210-0000	30.00
HACH COMPANY	13219220	WTP - LAB SUPPLIES	060-002-5304-0000	125.44
SUTHERLAND LUMBER TALLG...	148665	DISTR - MINI HOE REPAIR	060-003-5307-0000	23.48
UNIFIRST CORPORATION	1900000262	DISTR - MATS 3X5	060-003-5309-0000	28.38
4 STATE MAINTENANCE SUPPL...	643934-1	DISTR - CENTERPULL HT	060-003-5309-0000	33.64
4 STATE MAINTENANCE SUPPL...	644710	WTP - CENTERPULL HT, GLASS ...	060-002-5309-0000	148.52
4 STATE MAINTENANCE SUPPL...	644710	DISTR - ROLL TOWELS, ROOM ...	060-003-5309-0000	64.30
ACE HARDWARE	K77362	#6035 - CLEAN BRUSH, TUBE ...	060-003-5302-0000	2.59
BUCKEYE CORPORATION	SO-3-32538	DISTR - 3" GATE VALVE(3) +, T...	060-003-5302-0000	4.45
BUCKEYE CORPORATION	SO-3-32538	DISTR - 3" GATE VALVE(3) +, T...	060-003-5308-0000	652.77
BUCKEYE CORPORATION	SO-3-32538	DISTR - 3" GATE VALVE(3) +, T...	060-003-5312-0000	4.56
BUTLER COUNTY PRINTING	41356	WTP - WATER QUALITY REPOR...	060-002-5212-0000	788.00
CORE & MAIN LP	R460226	DISTR - 3RD & TAYLOR, HOT T...	060-003-5208-0000	675.00
MUNICIPAL SUPPLY, INC OF W...	0846672-IN	#5100 ORD#909 -3/4" METER ...	060-000-0410-0000	2,158.50
MUNICIPAL SUPPLY, INC OF W...	0846672-IN	#6000 ORD#909 - 3/4" ANGLE ...	060-000-0410-0000	902.00
MUNICIPAL SUPPLY, INC OF W...	0846672-IN	#6441 ORD#909 - 1" COPPER ...	060-000-0410-0000	513.00
MUNICIPAL SUPPLY, INC OF W...	0846672-IN	#6441 ORD#909 - 1" COPPER ...	060-000-0410-0000	104.55

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
MUNICIPAL SUPPLY, INC OF W...	0846672-IN	#6440 ORD#909 - 3/4" COPPER..	060-000-0410-0000	468.00
MUNICIPAL SUPPLY, INC OF W...	0846673-IN	#2005 ORD#908 - 6" X 13" MJ ...	060-000-0410-0000	140.50
MUNICIPAL SUPPLY, INC OF W...	0846674-IN	#2005 ORD#907 - 6" X 13" MJ ...	060-000-0410-0000	562.00
MUNICIPAL SUPPLY, INC OF W...	0846675-IN	DISTR - DEER RUN 6X6 TAPPIN...	060-003-5308-0000	685.25
MUNICIPAL SUPPLY, INC OF W...	0846676-IN	DISTR - PIPE LUBE	060-003-5303-0000	29.80
TRUGREEN COMMERCIAL	165109619	DISTR - CHEMICAL APPLICATI...	060-003-5201-0000	103.95
KANSAS ONE-CALL SYSTEM, INC	2080224	2022 AUG LOCATES 189 @ $1....	060-003-5201-0000	75.60
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	060-001-5205-0000	13.26
METROCOURIER INC.	23197	WTP - KDHE SAMPLE POSTAGE...	060-002-5213-0000	20.42
GLOBAL PAYMENTS INTEGRAT...	4128 AUG 2022	4128 AUG 2022 MERCHANT CC..	060-001-5203-0000	1,980.59
GLOBAL PAYMENTS INTEGRAT...	4129 AUG 2022	4129 AUG 2022 MERCHANT CC..	060-001-5203-0000	2,111.43
EVERGY	9331453189 AUG 2022	380 E CENTRAL AVE SVC 8/2/2...	060-000-1198-0000	15,140.55
EVERGY	9331453189 AUG 2022	380 E CENTRAL AVE SVC 8/2/2...	060-002-5205-0000	10,089.69
MIDWEST METER INC.	0146606-IN	#5000 ORD#903 - 3/4" METER ...	060-000-0410-0000	2,940.95
TYLER TECHNOLOGIES, INC	025-391266	MONTHLY FEE TO SUPPORT &...	060-001-5201-0000	108.00
COX COMMUNICATIONS	028608401 SEPT 2022	WATER TREAT/MAINT	060-002-5205-0000	301.36
COX COMMUNICATIONS	028608401 SEPT 2022	WATER MAINT	060-003-5205-0000	34.96
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B..	060-001-5201-0000	2.07
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B..	060-001-5213-0000	4.71
VERIZON CONNECT FLEET USA ...	611000032139	VEHICLE TRACKING 08/01/22-...	060-003-5205-0000	434.22
ESI	CR0005029147	RETURN 4" - NOT SURE WHICH...	060-002-5207-0000	-1,598.33
CORE & MAIN LP	R476934	#6440 ORD#910 - 3/4" C2C CP...	060-000-0410-0000	785.40
CORE & MAIN LP	R476934	DISTR - 6X6 TAP SLV (2)	060-003-5308-0000	2,005.86
CORE & MAIN LP	R495894	DISTR - TOP HATS, MJ TRANSI...	060-003-5308-0000	973.28
EVERGY	3488917010 AUG 2022	980 W 6TH ST SVC 8/4/2022-9...	060-002-5205-0000	25.90
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING	060-001-5201-0000	74.42
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING POS...	060-001-5213-0000	424.03
UNIFIRST CORPORATION	1900001843	DISTR - MATS 3X5	060-003-5309-0000	28.38
HACH COMPANY	13232966	WTP - LAB SUPPLIES	060-002-5304-0000	49.06
EVERGY	5281864298 AUG 2022	2355 W ENTERPRISE AVE SVC ...	060-002-5205-0000	24.09
ESI	852740	WTP - BCC MAIN - TRBLSHT/N...	060-002-5207-0000	1,295.00
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	060-003-5303-0000	371.36
BOB BERGKAMP CONSTRUCTI...	20408	DISTR - SHOP SAND	060-003-5308-0000	561.79
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	216/220 E FIRST AVE	060-001-5205-0000	25.71
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	380 E CENTRAL AVE	060-002-5205-0000	75.91
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	390 E CENTRAL AVE	060-003-5205-0000	75.91
EVERGY	5860869292 AUG 2022	2355 W ENTERPRISE AVE SVC ...	060-002-5205-0000	25.90
EVERGY	5860869292 JULY 2022	2355 W ENTERPRISE AVE SVC ...	060-002-5205-0000	25.90
EVERGY	5860869292 JUNE 2022	2355 W ENTERPRISE AVE SVC ...	060-002-5205-0000	26.97
EVERGY	8408164822 AUG 2022	780 W CENTRAL SBA MAG3 SV...	060-003-5205-0000	24.09
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	060-001-7501-0000	17,500.00
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY WATER TR...	060-001-7501-0000	90,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY WATER TR...	060-001-7511-0000	7,652.50
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	060-001-7511-0000	1,537.63

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	060-001-7501-0000	60,307.42
OFFICE OF THE KANSAS STATE ...	R1221101118592	2015 NEW MONEY	060-001-7511-0000	4,037.97
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	060-001-7501-0000	25,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	060-001-7511-0000	1,300.00
VERIZON WIRELESS	9915604724	PUBLIC UTILITIES	060-002-5205-0000	59.94
VERIZON WIRELESS	9915604724	WATER DISTRIBUTION	060-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	LOCATES	060-003-5205-0000	40.01
SUNRISE OILFIELD SUPPLY INC.	791450	DISTR - 2" SERV REPAIR @ JUD...	060-003-5308-0000	115.76
ACE HARDWARE	K77522	WTP - SPARE KEYS/INDUSTRIAL..	060-002-5310-0000	9.53
FASTENAL COMPANY	KSELD118833	DISTR - ALL THREAD/NUTS, CE...	060-003-5308-0000	57.66
WOODRIVER ENERGY LLC	295704	210 E 1ST AVE - ADMIN	060-001-5205-0000	3.20
AMERICAN WATER WORKS AS...	INV0045937	AWWA/PATTY MEMB#034348...	060-001-5211-0000	75.00
ACE HARDWARE	K77562	#6041 - SPADE, DUCT TAPE, C...	060-003-5302-0000	59.97
			Fund 060 - WATER FUND Total:	**274,685.53**
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
MIDWEST BIO-SYSTEMS, INC	23238	WWTP - SLINGER REPAIR	063-002-5307-0000	-191.51
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	063-002-5201-0000	41.16
ACE HARDWARE	K77089	WWTP - WEEDEATER GAS	063-002-5303-0000	19.99
ACE HARDWARE	K77191	WWTP - WASTE VALVE REPAIR	063-002-5307-0000	19.04
ACE HARDWARE	K77199	WWTP - WASTE VALVE REPAIR	063-002-5307-0000	2.79
INTRUST CARD CENTER	INV0045854	PU3 - KWEA/2022 CONF-JASO...	063-002-5211-0000	1,150.00
INTRUST CARD CENTER	INV0045854	PU3 - SAMS/COFFEE (2), BOW...	063-002-5310-0000	33.48
INTRUST CARD CENTER	INV0045855	JASON - MENARDS/FINE SCRE...	063-002-5306-0000	17.71
INTRUST CARD CENTER	INV0045855	JASON - ORSCHELN/WASTE VA...	063-002-5307-0000	6.87
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	063-001-5301-0000	35.97
ACE HARDWARE	K77254	WWTP - TRASH CREW REMOTE	063-002-5310-0000	49.99
ACE HARDWARE	K77262	WWTP - TRIMMER LINE	063-002-5310-0000	15.99
GRAINGER	9421488645	WWTP - SCH 80 1/2" 90 ELBO...	063-002-5308-0000	9.84
ACE HARDWARE	K77281	WWTP - MISC SAFETY ITEMS	063-002-5312-0000	15.58
CORE & MAIN LP	R034731	#632601 ORD#905 - 26" MAN...	063-000-0410-0000	3,986.30
ACE HARDWARE	K77343	WWTP - MISC SHOP OIL USE	063-002-5303-0000	27.58
KANSAS ONE-CALL SYSTEM, INC	2080224	2022 AUG LOCATES 189 @ $1....	063-003-5201-0000	75.60
SUNRISE OILFIELD SUPPLY INC.	790588	WWTP - REUSE SYSTEM REPAIR	063-002-5307-0000	29.32
TYLER TECHNOLOGIES, INC	025-391266	MONTHLY FEE TO SUPPORT &...	063-001-5201-0000	99.00
EVERGY	2526367502 AUG 2022	105 W WETLANDS DR SVC 8/1...	063-002-5205-0000	14,730.39
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B..	063-001-5201-0000	1.89
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B..	063-001-5213-0000	4.31
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING	063-001-5201-0000	68.22
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING POS...	063-001-5213-0000	388.70
BILL'S ELECTRIC, INC	I7236	WWTP - WASTE VALVE	063-002-5307-0000	493.78

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
AT&T	3163224982 SEPT 2022	ACT 3163224982 SERVICE FR...	063-002-5205-0000	801.46
AT&T	251045281 SEPT 2022	ACT 251045281 SERVICE FROM...	063-002-5205-0000	64.20
FLUID EQUIPMENT CO, INC	5545449	LIFT ST - BG LIFT ST PUMP	063-003-5307-0000	6,306.11
ACE HARDWARE	K77469	WWTP - SHOP OIL	063-002-5303-0000	6.98
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	063-003-5303-0000	371.36
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	063-001-7501-0000	3,500.00
OFFICE OF THE KANSAS STATE ...	R1221101118591	2013 NEW MONEY	063-001-7511-0000	307.52
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	063-001-7501-0000	625,000.00
OFFICE OF THE KANSAS STATE ...	R1221101118593	SERIES 2016A	063-001-7511-0000	35,800.00
OFFICE OF THE KANSAS STATE ...	R1221101118594	SERIES 2010 BOND	063-001-7501-0000	23,210.00
OFFICE OF THE KANSAS STATE ...	R1221101118594	SERIES 2010 BOND	063-001-7511-0000	1,513.87
VERIZON WIRELESS	9915593292	ACT 942026139-00001 SVC 8/...	063-002-5205-0000	16.24
VERIZON WIRELESS	9915604724	METER READER	063-001-5205-0000	35.98
VERIZON WIRELESS	9915604724	METER READER	063-001-5205-0000	35.98
VERIZON WIRELESS	9915604724	PUBLIC UTILITIES	063-001-5205-0000	19.92
VERIZON WIRELESS	9915604724	PUBLIC UTILITIES	063-001-5205-0000	19.92
VERIZON WIRELESS	9915604724	PUBLIC UTILITIES	063-002-5205-0000	49.94
VERIZON WIRELESS	9915604724	INDUSTRIAL TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	WTP TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	6TH STREET TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	WWTP INTERNET MODEM	063-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	MC COLLUM TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9915604724	WWTP SCADA DIALER	063-002-5205-0000	40.01
EVERGY	6645301244 SEPT 2022	1550 S HIGH ST DISIN SVC 8/1...	063-002-5205-0000	2,328.62
ACE HARDWARE	K77516	WWTP - WEEDEATER GAS	063-002-5303-0000	28.99
O'REILLY AUTOMOTIVE, INC	0255-283305	WWTP - OIL/GAS FUNNEL	063-002-5310-0000	13.99
O'REILLY AUTOMOTIVE, INC	0255-283511	WWTP - CLARIFIER MAINT CLE...	063-002-5310-0000	13.99
			Fund 063 - SEWER FUND Total:	**720,678.72**
Fund: 066 - REFUSE FUND				
INTRUST CARD CENTER	INV0045850	WOODIES BBW SHACK - CDL C...	066-001-5213-0000	34.83
INTRUST CARD CENTER	INV0045850	WALGREENS - BACK SUPPORTS	066-001-5310-0000	34.48
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	066-001-5301-0000	35.97
T & D TIRE AND AUTO REPAIR	20914	TIRE REPAIR	066-001-5207-0000	45.00
PROFESSIONAL CLEANING SYS...	136374	30 GAL HOT STUFF LIQUID	066-001-5304-0000	253.00
T & D TIRE AND AUTO REPAIR	20958	TIRE REPAIR	066-001-5207-0000	35.00
BUMPER TO BUMPER OF EL D...	887241	OIL & CABIN FILTER	066-001-5307-0000	107.02
KANSAS DEPARTMENT OF REV...	004-486035394-F02 AUG 2022	SALES TAX PERIOD 8/1/2022-8...	066-001-5209-0000	82.66
BUTLER COUNTY LANDFILL	08/31/22	AUGUST 2022 LANDFILL FEES	066-001-5201-0000	31,196.86
GLOBAL PAYMENTS INTEGRAT...	4128 AUG 2022	4128 AUG 2022 MERCHANT CC...	066-001-5203-0000	975.52
GLOBAL PAYMENTS INTEGRAT...	4129 AUG 2022	4129 AUG 2022 MERCHANT CC...	066-001-5203-0000	1,039.96
TYLER TECHNOLOGIES, INC	025-391266	MONTHLY FEE TO SUPPORT &...	066-001-5201-0000	93.00
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B...	066-001-5201-0000	1.78
PEREGRINE CORPORATION	488383	SEPTEMBER 6TH STATEMENT B...	066-001-5213-0000	4.05

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
KANSAS GAS SERVICE	510264198 1615244 36 AUG 2...	ACT 510264198 161524436 SV...	066-001-5205-0000	14.56
VERIZON CONNECT FLEET USA ...	611000032139	VEHICLE TRACKING 08/01/22-...	066-001-5205-0000	434.22
BUMPER TO BUMPER OF EL D...	887400	#76 HYDRAULIC FITTING & HO...	066-001-5307-0000	55.56
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING	066-001-5201-0000	64.08
PEREGRINE CORPORATION	488575	SEPTEMBER 6TH BILLING POS...	066-001-5213-0000	365.14
AMAZON CAPITAL SERVICES	1G67-FD1F-VKJT	CARHARTT SHORTS	066-001-5305-0000	44.99
AMAZON CAPITAL SERVICES	1YTK-D1G7-4X1F	BRAKE BLEEDER KIT	066-001-5302-0000	353.38
AMAZON CAPITAL SERVICES	1YTK-D1G7-H7N6	EXTRA LONG RATCHETING WR...	066-001-5302-0000	331.84
KANSAS BG, LLC	PI0040446	CF5, MOA, 44K	066-001-5303-0000	371.36
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	222 E 2ND AVE	066-001-5205-0000	38.95
B & B HYDRAULICS	3099612	PUMP GEAR SERVICE	066-001-5307-0000	1,365.50
TRUCK CENTER COMPANIES	XA103087050 01	LATCH HOOD COWL & HOOD ...	066-001-5307-0000	63.61
WOODRIVER ENERGY LLC	295704	222 E 2ND AVE - PUBLIC WOR...	066-001-5205-0000	4.84
			Fund 066 - REFUSE FUND Total:	**37,447.16**
Fund: 069 - COMPRESSED NATURAL GAS STATION FUND				
HEARTLAND ACQUISITION LLC	1859 AUG 2022	1859 AUG 2022 MERCHANT CC..	069-001-5203-0000	188.24
HEARTLAND ACQUISITION LLC	2418 AUG 2022	2418 AUG 2022 MERCHANT CC..	069-001-5203-0000	678.80
KANSAS GAS SERVICE	510469962 1492273 82 AUG 2...	222 1/2 E 2ND AVE	069-001-5205-0000	390.89
WOODRIVER ENERGY LLC	295704	222 1/2 E 2ND AVE - CNG FUEL...	069-001-5205-0000	2,746.04
			Fund 069 - COMPRESSED NATURAL GAS STATION FUND Total:	**4,003.97**
Fund: 072 - DATA PROCESSING FUND				
FLINTHILLS SERVICES, INC	05312022	DOCUMENT SHREDDING 5/31...	072-001-5201-0000	49.10
IMAGEQUEST INC.	IN3661117	ADMIN PRINTER SVC 5/16/20...	072-001-5210-0000	14.19
EMPAC, INC.	12375	3RD QTR 2022 EAP SERVICES	072-001-5201-0000	90.55
AMAZON CAPITAL SERVICES	1661-1PWF-GJNF	NOTARY STAMP - JENNIFER W...	072-001-5213-0000	13.98
AMAZON CAPITAL SERVICES	1VNF-WCNQ-4TR1	LABELS FOR POSTAGE MACHI...	072-001-5301-0000	19.88
INTRUST CARD CENTER	INV0045850	STARLINK - INTERNET SERVICE	072-019-5201-0000	110.00
INTRUST CARD CENTER	INV0045850	UBIQUITI - CAMERAS	072-019-5315-0000	2,152.08
INTRUST CARD CENTER	INV0045854	PU3 - SAMS/CUPS, FORKS, - W...	072-001-5301-0000	8.96
INTRUST CARD CENTER	INV0045928	HAMPTONS LUNCH W/MAYOR...	072-001-5211-0000	18.43
INTRUST CARD CENTER	INV0045928	JIMMY'S EGG-LUNCH W/MAY...	072-001-5211-0000	20.69
INTRUST CARD CENTER	INV0045928	WILLIE'S-LUNCH W/MAYOR 7/...	072-001-5211-0000	16.89
INTRUST CARD CENTER	INV0045928	WILLIE'S-LUNCH W/COMMISS...	072-001-5211-0000	16.64
INTRUST CARD CENTER	INV0045928	FIESTA MEXICANA-LUNCH W/...	072-001-5211-0000	20.18
INTRUST CARD CENTER	INV0045928	BREWCO LUNCH W/COMMISS...	072-001-5211-0000	15.36
INTRUST CARD CENTER	INV0045929	GFOA-PAFR REVIEW FEE FY 20...	072-001-5213-0000	250.00
INTRUST CARD CENTER	INV0045929	GFOA-COA REVIEW FEE FY2021	072-001-5213-0000	460.00
INTRUST CARD CENTER	INV0045929	WAL MART - COPY PAPER	072-001-5301-0000	35.97
CDW GOVERNMENT, INC	CH76975	SONICWALL MAINTENANCE	072-019-5201-0000	525.64
GALAXIE BUSINESS EQUIPMEN...	CW-11389	BACKUP CHANGES	072-019-5201-0000	210.00
AMAZON CAPITAL SERVICES	1GLL-1YFV-D71R	PC BRACKETS	072-019-5316-0000	67.47
AMAZON CAPITAL SERVICES	1M43-RFJJ-GPVV	HEADSET BATTERIES	072-019-5316-0000	59.98
AMAZON CAPITAL SERVICES	1C4H-VV4R-6F4Y	CABLE FOR DRIVE THRU PC	072-019-5316-0000	6.79

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
OPENTEXT INC.	2209861891	ACT 861891 SERVICE FROM 8/...	072-001-5205-0000	23.44
COMMLINK IT, LLC	1663	PHONE BRIDGE	072-019-5201-0000	30.00
VELOCITY	3439700 SEPT 2022	ACT 3439700 SVC FROM 9/1/2...	072-019-5201-0000	10.00
VELOCITY	3439701 SEPT 2022	ACT 3439701 SVC FROM 9/1/2...	072-019-5201-0000	10.00
VELOCITY	3439702 SEPT 2022	SVC 9/1/2022-9/30/2022	072-019-5201-0000	10.00
KANSAS STATE COUNCIL OF S...	12785274	PRE CONFERENCE WORKSHOP	072-001-5211-0000	100.00
VERIZON WIRELESS	9915604724	JET PACK #3	072-001-5205-0000	40.01
VERIZON WIRELESS	9915604724	JET PACK #1	072-001-5205-0000	40.01
VERIZON WIRELESS	9915604724	JET PACK #2	072-001-5205-0000	40.01
VERIZON WIRELESS	9915604724	JET PACK #5	072-001-5205-0000	40.01
VERIZON WIRELESS	9915604724	HR PHONE	072-001-5205-0000	31.73
AMAZON CAPITAL SERVICES	1PKX-PHN6-CJ7W	PRINTER CLEANING KIT, COMP...	072-019-5316-0000	104.85
AMAZON CAPITAL SERVICES	1RDR-GTYM-6D9W	KEYBOARD & MOUSE COMBO	072-019-5316-0000	322.40
ACE HARDWARE	K77540	CABLE TIES	072-019-5310-0000	13.99
AMAZON CAPITAL SERVICES	193C-RRWQ-FLN7	PROJECT MANAGEMENT BOOK...	072-001-5211-0000	14.95
AMAZON CAPITAL SERVICES	193C-RRWQ-FLN7	STAPLERS (3)	072-001-5301-0000	26.55
AMAZON CAPITAL SERVICES	1FTC-VYCH-HJQJ	HEAVY DUTY STAPLES FOR LA...	072-001-5301-0000	13.14
IMAGEQUEST INC.	IN3882615	ADMIN PRINTER	072-001-5210-0000	16.80
			Fund 072 - DATA PROCESSING FUND Total:	**5,070.67**
			Grand Total:	**2,810,602.67**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	62,827.56	62,863.32
003 - AIRPORT FUND	43,759.08	43,759.08
004 - FAMILY LIFE CENTER GRANT FUND	25,891.56	25,891.56
005 - EL DORADO SENIOR CENTER FUND	4,010.73	4,010.73
007 - MAJOR STREET FUND	24,072.61	25,303.61
011 - BRADFORD MEMORIAL LIBRARY	37,258.59	37,258.59
014 - INDUSTRIAL MILL LEVY FUND	17,500.00	17,500.00
016 - SPECIAL PARKS & RECREATION FUND	5,556.65	5,556.65
018 - SELF INSURANCE RESERVE FUND	30,323.33	30,323.33
019 - COMMUNITY DEVELOPMENT DISTRICT	8,645.96	8,645.96
020 - SALES TAX FUND	2,214.33	2,214.33
024 - TOURISM TAX FUND	41,418.17	41,418.17
027 - EXPENDABLE TRUST FUND	-975.98	-975.98
030 - CONSTRUCTION FUND	13,812.02	13,812.02
031 - BUILDING DEMOLITION	4,300.00	4,300.00
040 - BOND & INTEREST FUND	1,448,102.01	1,448,102.01
060 - WATER FUND	274,685.53	274,581.58
063 - SEWER FUND	720,678.72	721,008.63
066 - REFUSE FUND	37,447.16	37,447.16
069 - COMPRESSED NATURAL GAS STATION FUND	4,003.97	4,003.97
072 - DATA PROCESSING FUND	5,070.67	5,070.67
Grand Total:	**2,810,602.67**	**2,812,095.39**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-1014-0000	JUDICIAL EDUCATION FEES	99.00	99.00
001-000-1017-0000	RESTITUTIONS PAYABLE	305.50	305.50
001-000-1018-0000	LAW ENFORCEMENT TRA...	2,227.50	2,227.50
001-000-1019-0000	REINSTATEMENT FEES	366.00	366.00
001-000-1021-0000	SEATBELT SAFETY FUND	40.00	40.00
001-000-4470-0000	RECREATION FEES	116.00	116.00
001-000-4691-0000	MISCELLANEOUS	406.13	406.13
001-011-5201-0000	PROFESSIONAL SERVICES	115.50	115.50
001-011-5203-0000	BANK SERVICE CHARGES	597.69	597.69
001-011-5205-0000	UTILITIES	1,085.41	1,085.41
001-011-5206-0000	MAINT & REPAIR-BLDGS &..	246.06	246.06
001-011-5210-0000	RENTALS	154.94	154.94
001-011-5211-0000	TRAVL,TRAIN,MEMBERSH...	933.19	933.19
001-011-5212-0000	PUBLICATION AND PRINT...	32.25	32.25
001-011-5301-0000	OFFICE SUPPLIES	35.97	35.97

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-012-5201-0000	PROFESSIONAL SERVICES	138.39	138.39
001-012-5203-0000	BANK SERVICE CHARGES	349.65	349.65
001-012-5205-0000	UTILITIES	632.43	632.43
001-012-5210-0000	RENTALS	233.00	233.00
001-012-5211-0000	TRAVL,TRAIN,MEMBERSH…	205.00	205.00
001-012-5213-0000	OTHER CHARGES	98.98	98.98
001-012-5301-0000	OFFICE SUPPLIES	52.14	52.14
001-012-5305-0000	CLOTHING	34.15	34.15
001-012-5310-0000	GENERAL SUPPLIES	131.94	131.94
001-013-5201-0000	PROFESSIONAL SERVICES	8,653.31	8,653.31
001-013-5203-0000	BANK SERVICE CHARGES	298.99	298.99
001-013-5210-0000	RENTALS	116.50	116.50
001-013-5211-0000	TRAVL,TRAIN,MEMBERSH…	150.00	150.00
001-013-5310-0000	GENERAL SUPPLIES	29.90	29.90
001-013-5311-0000	PRISONER CARE	3,395.00	3,395.00
001-014-5201-0000	PROFESSIONAL SERVICES	4,588.00	4,588.00
001-014-5310-0000	GENERAL SUPPLIES	1,758.65	1,758.65
001-021-5201-0000	PROFESSIONAL SERVICES	654.06	654.06
001-021-5203-0000	BANK SERVICE CHARGES	299.00	299.00
001-021-5205-0000	UTILITIES	1,608.30	1,608.30
001-021-5210-0000	RENTALS	116.50	116.50
001-021-5212-0000	PUBLICATION AND PRINT…	242.00	242.00
001-021-5213-0000	OTHER CHARGES	102.83	102.83
001-021-5301-0000	OFFICE SUPPLIES	492.05	492.05
001-021-5303-0000	MOTOR FUELS AND LUBR…	371.37	371.37
001-021-5305-0000	CLOTHING	1,925.19	1,925.19
001-021-5307-0000	MAINTENANCE AND REPA…	806.15	806.15
001-021-5310-0000	GENERAL SUPPLIES	62.14	62.14
001-023-5201-0000	PROFESSIONAL SERVICES	214.94	214.94
001-023-5205-0000	UTILITIES	1,217.28	1,217.28
001-023-5210-0000	RENTALS	701.85	701.85
001-023-5211-0000	TRAVL,TRAIN,MEMBERSH…	185.48	185.48
001-023-5301-0000	OFFICE SUPPLIES	56.97	56.97
001-023-5303-0000	MOTOR FUELS AND LUBR…	371.37	371.37
001-023-5305-0000	CLOTHING	695.68	695.68
001-023-5306-0000	MAINT &REPAIR-BLDGS&…	587.04	587.04
001-023-5307-0000	MAINTENANCE AND REPA…	192.64	192.64
001-023-5309-0000	JANITORIAL & HOUSEHOL…	105.13	105.13
001-023-5310-0000	GENERAL SUPPLIES	6.29	6.29
001-023-7506-0000	LEASE PURCHASE PRINCI…	10,028.18	10,028.18
001-023-7516-0000	LEASE PURCHASE INTERE…	710.51	710.51
001-033-5201-0000	PROFESSIONAL SERVICES	306.94	306.94

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-033-5205-0000	UTILITIES	1,031.96	1,031.96
001-033-5207-0000	MAINTENANCE AND REPA…	15.00	15.00
001-033-5303-0000	MOTOR FUELS AND LUBR…	371.36	371.36
001-033-5304-0000	CHEMICALS / LAB SUPPLI…	45.99	45.99
001-033-5307-0000	MAINTENANCE AND REPA…	421.49	672.25
001-033-5308-0000	MAINT & REPAIR-OTHER …	12.99	12.99
001-033-5309-0000	JANITORIAL & HOUSEHOL…	14.99	14.99
001-033-5310-0000	GENERAL SUPPLIES	204.15	204.15
001-041-5201-0000	PROFESSIONAL SERVICES	115.50	115.50
001-041-5205-0000	UTILITIES	596.17	596.17
001-041-5211-0000	TRAVL,TRAIN,MEMBERSH…	335.00	335.00
001-041-5213-0000	OTHER CHARGES	500.00	500.00
001-041-5301-0000	OFFICE SUPPLIES	16.00	16.00
001-041-5307-0000	MAINTENANCE AND REPA…	100.00	0.00
001-041-5310-0000	GENERAL SUPPLIES	382.42	382.42
001-042-5201-0000	PROFESSIONAL SERVICES	1,500.00	1,500.00
001-042-5205-0000	UTILITIES	50.23	50.23
001-042-5210-0000	RENTALS	49.00	49.00
001-042-5213-0000	OTHER CHARGES	84.00	84.00
001-042-5301-0000	OFFICE SUPPLIES	35.97	35.97
001-042-5302-0000	SMALL TOOLS	25.99	25.99
001-042-5307-0000	MAINTENANCE AND REPA…	163.69	48.69
001-051-5201-0000	PROFESSIONAL SERVICES	445.28	445.28
001-051-5203-0000	BANK SERVICE CHARGES	587.54	587.54
001-051-5205-0000	UTILITIES	587.33	587.33
001-051-5209-0000	TAX PAYMENT	65.96	65.96
001-051-5210-0000	RENTALS	282.96	282.96
001-051-5211-0000	TRAVL,TRAIN,MEMBERSH…	26.98	26.98
001-051-5301-0000	OFFICE SUPPLIES	35.97	35.97
001-051-5302-0000	SMALL TOOLS	25.99	25.99
001-051-5305-0000	CLOTHING	201.54	201.54
001-051-5307-0000	MAINTENANCE AND REPA…	66.92	66.92
001-051-5308-0000	MAINT & REPAIR-OTHER …	1,049.04	1,049.04
001-051-5310-0000	GENERAL SUPPLIES	116.78	116.78
001-051-5315-0000	NON-CAPITALIZED ASSETS	634.18	634.18
001-051-5327-0000	CONCESSION SUPPLIES	153.86	153.86
001-051-5331-0000	ATHLETIC SUPPLIES	1,903.59	1,903.59
001-052-5205-0000	UTILITIES	46.98	46.98
001-052-5305-0000	CLOTHING	837.70	837.70
003-011-5205-0000	UTILITIES	206.39	206.39
003-011-5209-0000	TAX PAYMENT	1,159.31	1,159.31
003-011-5211-0000	TRAVL,TRAIN,MEMBERSH…	70.00	70.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
003-011-5307-0000	MAINTENANCE AND REPA…	114.12	114.12
003-011-5310-0000	GENERAL SUPPLIES	51.94	51.94
003-011-7501-0000	G.O. BOND PRINCIPAL	39,511.75	39,511.75
003-011-7511-0000	G.O. BOND INTEREST	2,645.57	2,645.57
004-028-5213-0000	OTHER CHARGES	25,891.56	25,891.56
005-000-4621-0000	RENTALS	125.00	125.00
005-011-5201-0000	PROFESSIONAL SERVICES	115.50	115.50
005-011-5202-0000	PAYMENTS TO CONTRAC…	260.00	260.00
005-011-5204-0000	INSURANCE & BONDS	1,041.63	1,041.63
005-011-5205-0000	UTILITIES	251.59	251.59
005-011-5210-0000	RENTALS	209.00	209.00
005-011-5213-0000	OTHER CHARGES	345.00	345.00
005-011-5301-0000	OFFICE SUPPLIES	206.10	206.10
005-011-5309-0000	JANITORIAL & HOUSEHOL…	66.65	66.65
005-011-5310-0000	GENERAL SUPPLIES	1,373.26	1,373.26
005-011-5312-0000	SAFETY MATERIALS AND …	17.00	17.00
007-034-5201-0000	PROFESSIONAL SERVICES	597.78	597.78
007-034-5205-0000	UTILITIES	927.42	927.42
007-034-5207-0000	MAINTENANCE AND REPA…	6,589.16	6,589.16
007-034-5210-0000	RENTALS	749.00	749.00
007-034-5211-0000	TRAVL,TRAIN,MEMBERSH…	85.95	85.95
007-034-5213-0000	OTHER CHARGES	50.00	50.00
007-034-5301-0000	OFFICE SUPPLIES	31.98	31.98
007-034-5302-0000	SMALL TOOLS	412.24	412.24
007-034-5303-0000	MOTOR FUELS AND LUBR…	371.37	371.37
007-034-5306-0000	MAINT &REPAIR-BLDGS&…	169.27	169.27
007-034-5307-0000	MAINTENANCE AND REPA…	1,232.89	2,463.89
007-034-5308-0000	MAINT & REPAIR-OTHER …	3,935.46	3,935.46
007-034-5310-0000	GENERAL SUPPLIES	3,728.23	3,728.23
007-034-5312-0000	SAFETY MATERIALS AND …	31.34	31.34
007-034-5315-0000	NON-CAPITALIZED ASSETS	3,660.00	3,660.00
007-034-5325-0000	TRAFFIC SIGNS,SIGNALS,…	1,500.52	1,500.52
011-011-5201-0000	PROFESSIONAL SERVICES	2,211.14	2,211.14
011-011-5205-0000	UTILITIES	438.17	438.17
011-011-5211-0000	TRAVL,TRAIN,MEMBERSH…	50.63	50.63
011-011-5212-0000	PUBLICATION AND PRINT…	113.61	113.61
011-011-5213-0000	OTHER CHARGES	179.00	179.00
011-011-5301-0000	OFFICE SUPPLIES	79.97	79.97
011-011-5310-0000	GENERAL SUPPLIES	70.42	70.42
011-011-5313-0000	PRINT MATERIALS	1,758.59	1,758.59
011-011-5315-0000	NON-CAPITALIZED ASSETS	-122.69	-122.69
011-011-5318-0000	AUDIOVISUAL MATERIALS	148.34	148.34

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
011-011-5321-0000	MEMORIALS - BOOKS, ETC	165.93	165.93
011-011-5322-0000	OUTREACH MILEAGE	13.75	13.75
011-011-5323-0000	PROGRAM EXPENSES - A...	204.78	204.78
011-011-5324-0000	PROGRAM EXPENSES - CH...	373.35	373.35
011-011-5326-0000	LIBRARY PROCESSING CH...	73.60	73.60
011-011-7501-0000	G.O. BOND PRINCIPAL	30,000.00	30,000.00
011-011-7511-0000	G.O. BOND INTEREST	1,500.00	1,500.00
014-061-5201-0000	PROFESSIONAL SERVICES	17,500.00	17,500.00
016-000-1710-0000	FUND BALANCE	5,556.65	5,556.65
018-011-5201-0000	PROFESSIONAL SERVICES	1,250.00	1,250.00
018-011-5204-0000	INSURANCE & BONDS	12,540.94	12,540.94
018-011-5219-0000	HEALTH CLAIMS	13,505.89	13,505.89
018-011-5401-0000	YMCA CITY CONTRIBUTION	3,026.50	3,026.50
019-011-5213-0000	OTHER CHARGES	8,645.96	8,645.96
020-011-5209-0000	TAX PAYMENT	2,214.33	2,214.33
024-011-5201-0000	PROFESSIONAL SERVICES	35,625.24	35,625.24
024-011-5204-0000	INSURANCE & BONDS	980.50	980.50
024-011-5205-0000	UTILITIES	100.45	100.45
024-011-5209-0000	TAX PAYMENT	176.93	176.93
024-011-5210-0000	RENTALS	123.95	123.95
024-011-5211-0000	TRAVL,TRAIN,MEMBERSH...	16.57	16.57
024-011-5212-0000	PUBLICATION AND PRINT...	570.51	570.51
024-011-5213-0000	OTHER CHARGES	3,752.36	3,752.36
024-011-5301-0000	OFFICE SUPPLIES	39.37	39.37
024-011-5310-0000	GENERAL SUPPLIES	32.29	32.29
027-021-5211-0000	TRAVL,TRAIN,MEMBERSH...	-975.98	-975.98
030-011-5201-0569	PROFESSIONAL SERVICES	1,985.60	1,985.60
030-011-5201-0570	PROFESSIONAL SERVICES	734.40	734.40
030-011-5201-0584	PROFESSIONAL SERVICES	1,031.83	1,031.83
030-011-5201-0585	PROFESSIONAL SERVICES	1,031.83	1,031.83
030-011-5201-0590	PROFESSIONAL SERVICES	8,978.40	8,978.40
030-011-5213-0591	OTHER CHARGES	49.96	49.96
031-027-5201-0000	PROFESSIONAL SERVICES	300.00	300.00
031-027-7405-0000	LAND	4,000.00	4,000.00
040-071-7501-0000	G.O. BOND PRINCIPAL	1,255,970.83	1,255,970.83
040-071-7511-0000	G.O. BOND INTEREST	192,131.18	192,131.18
060-000-0410-0000	INVENTORY	11,714.86	11,714.86
060-000-1198-0000	HOLLYFRONTIER ELECTRIC...	15,140.55	15,140.55
060-001-5201-0000	PROFESSIONAL SERVICES	184.49	184.49
060-001-5203-0000	BANK SERVICE CHARGES	4,092.02	4,092.02
060-001-5205-0000	UTILITIES	42.17	42.17
060-001-5211-0000	TRAVL,TRAIN,MEMBERSH...	75.00	75.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
060-001-5213-0000	OTHER CHARGES	428.74	428.74
060-001-5301-0000	OFFICE SUPPLIES	35.97	35.97
060-001-7501-0000	G.O. BOND PRINCIPAL	192,807.42	192,807.42
060-001-7511-0000	G.O. BOND INTEREST	14,528.10	14,528.10
060-002-5201-0000	PROFESSIONAL SERVICES	301.16	301.16
060-002-5205-0000	UTILITIES	10,695.67	10,695.67
060-002-5207-0000	MAINTENANCE AND REPA…	2,993.98	2,993.98
060-002-5208-0000	MAINT & REPAIR-OTHER …	313.35	313.35
060-002-5210-0000	RENTALS	30.00	30.00
060-002-5211-0000	TRAVL,TRAIN,MEMBERSH…	25.00	25.00
060-002-5212-0000	PUBLICATION AND PRINT…	788.00	788.00
060-002-5213-0000	OTHER CHARGES	20.42	20.42
060-002-5304-0000	CHEMICALS / LAB SUPPLI…	1,030.72	1,030.72
060-002-5307-0000	MAINTENANCE AND REPA…	280.25	280.25
060-002-5309-0000	JANITORIAL & HOUSEHOL…	148.52	148.52
060-002-5310-0000	GENERAL SUPPLIES	9.53	9.53
060-003-5201-0000	PROFESSIONAL SERVICES	278.33	174.38
060-003-5205-0000	UTILITIES	609.19	609.19
060-003-5208-0000	MAINT & REPAIR-OTHER …	675.00	675.00
060-003-5211-0000	TRAVL,TRAIN,MEMBERSH…	57.35	57.35
060-003-5213-0000	OTHER CHARGES	9.06	9.06
060-003-5302-0000	SMALL TOOLS	377.42	377.42
060-003-5303-0000	MOTOR FUELS AND LUBR…	401.16	401.16
060-003-5307-0000	MAINTENANCE AND REPA…	23.48	23.48
060-003-5308-0000	MAINT & REPAIR-OTHER …	11,933.02	11,933.02
060-003-5309-0000	JANITORIAL & HOUSEHOL…	154.70	154.70
060-003-5310-0000	GENERAL SUPPLIES	82.29	82.29
060-003-5312-0000	SAFETY MATERIALS AND …	189.16	189.16
060-003-5315-0000	NON-CAPITALIZED ASSETS	4,209.45	4,209.45
063-000-0410-0000	INVENTORY	3,986.30	3,986.30
063-001-5201-0000	PROFESSIONAL SERVICES	169.11	169.11
063-001-5205-0000	UTILITIES	111.80	111.80
063-001-5213-0000	OTHER CHARGES	393.01	393.01
063-001-5301-0000	OFFICE SUPPLIES	35.97	35.97
063-001-7501-0000	G.O. BOND PRINCIPAL	651,710.00	651,710.00
063-001-7511-0000	G.O. BOND INTEREST	37,621.39	37,621.39
063-002-5201-0000	PROFESSIONAL SERVICES	41.16	41.16
063-002-5205-0000	UTILITIES	18,230.91	18,230.91
063-002-5207-0000	MAINTENANCE AND REPA…	-0.80	0.00
063-002-5211-0000	TRAVL,TRAIN,MEMBERSH…	1,150.00	1,150.00
063-002-5303-0000	MOTOR FUELS AND LUBR…	83.54	83.54
063-002-5306-0000	MAINT &REPAIR-BLDGS&…	17.71	17.71

Payroll
09/07/2022 $ 220,925.74
09/21/2022 $ 218,694.14

Expenses $2, 810,602.67

Total $3,250,222.55

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
063-002-5307-0000	MAINTENANCE AND REPA…	580.29	551.80
063-002-5308-0000	MAINT & REPAIR-OTHER …	9.84	9.84
063-002-5310-0000	GENERAL SUPPLIES	127.44	127.44
063-002-5312-0000	SAFETY MATERIALS AND …	15.58	15.58
063-002-5315-0000	NON-CAPITALIZED ASSETS	-357.60	0.00
063-003-5201-0000	PROFESSIONAL SERVICES	75.60	75.60
063-003-5303-0000	MOTOR FUELS AND LUBR…	371.36	371.36
063-003-5307-0000	MAINTENANCE AND REPA…	6,306.11	6,306.11
066-001-5201-0000	PROFESSIONAL SERVICES	31,355.72	31,355.72
066-001-5203-0000	BANK SERVICE CHARGES	2,015.48	2,015.48
066-001-5205-0000	UTILITIES	492.57	492.57
066-001-5207-0000	MAINTENANCE AND REPA…	80.00	80.00
066-001-5209-0000	TAX PAYMENT	82.66	82.66
066-001-5213-0000	OTHER CHARGES	404.02	404.02
066-001-5301-0000	OFFICE SUPPLIES	35.97	35.97
066-001-5302-0000	SMALL TOOLS	685.22	685.22
066-001-5303-0000	MOTOR FUELS AND LUBR…	371.36	371.36
066-001-5304-0000	CHEMICALS / LAB SUPPLI…	253.00	253.00
066-001-5305-0000	CLOTHING	44.99	44.99
066-001-5307-0000	MAINTENANCE AND REPA…	1,591.69	1,591.69
066-001-5310-0000	GENERAL SUPPLIES	34.48	34.48
069-001-5203-0000	BANK SERVICE CHARGES	867.04	867.04
069-001-5205-0000	UTILITIES	3,136.93	3,136.93
072-001-5201-0000	PROFESSIONAL SERVICES	139.65	139.65
072-001-5205-0000	UTILITIES	215.21	215.21
072-001-5210-0000	RENTALS	30.99	30.99
072-001-5211-0000	TRAVL,TRAIN,MEMBERSH…	223.14	223.14
072-001-5213-0000	OTHER CHARGES	723.98	723.98
072-001-5301-0000	OFFICE SUPPLIES	104.50	104.50
072-019-5201-0000	PROFESSIONAL SERVICES	905.64	905.64
072-019-5310-0000	GENERAL SUPPLIES	13.99	13.99
072-019-5315-0000	NON-CAPITALIZED ASSETS	2,152.08	2,152.08
072-019-5316-0000	COMPUTER SUPPLIES	561.49	561.49
	Grand Total:	**2,810,602.67**	**2,812,095.39**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		2,810,602.67	2,812,095.39
	Grand Total:	**2,810,602.67**	**2,812,095.39**

TO: City Commission
FROM: Scott Rickard
SUBJ: Projects 584 & 585 Myers East Paving & Sewer
DATE: October 3, 2022

Background:
Project Nos. 584 & 585 are complete. The City Commission must set a hearing date to spread the costs to the properties involved.

Project Schedule:
Set a Public Hearing for November 7, 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.*

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

IV. Economic Development – *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.*

f. Collaborate with area developers and builders to facilitate ***housing opportunities*** for the community.

Attachments:
Final costs

Policy Issue:
The City Commission must hold a public hearing to allow citizens to express concerns regarding the project

Fiscal Impact:
The total cost of the paving project is $256,728.06. The costs assessed to the improvement district will be $178,728.17 and city-at-large costs will be $77,999.88. The total costs of the project 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.

The total cost of the sewer project is $187,811.61. The costs assessed to the improvement district will be $187,811.61 and city-at-large costs will be $0.00. The total costs of the project 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.

Trade-offs:
N/A

Staff Recommendation:
Set the public hearing

Commission Actions:
Commissioner _____ moved to set the public hearing for 5:30 p.m. on November 7, 2022 to be held for the purpose of considering the proposed assessments for the cost of Project Nos. 584 & 585, and further direct individual mailings to each owner liable for the special assessments.

Commissioner _____ seconded the motions.

Return to Agenda

Next Item

Gilmore & Bell, P.C.
09/27/2022

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION BONDS

ASSESSMENT PROCEEDINGS
TIME SCHEDULE

DATE	ACTION OR EVENT
October 17, 2022	Governing Body Meeting Approve Statement of Final Costs, Assessment Roll and Notices of Public Hearing; Establish Date for Public Hearing
October 22, 2022	Publish Notice of Public Hearing in The Butler County Times-Gazette; Mail Notice of Public Hearing and Statement of Costs Proposed to be Assessed [10 days prior to November 7, 2022]
November 7, 2022	Governing Body Meeting Conduct Public Hearing; Pass Assessment Ordinance
November 12, 2022	Publish Assessment Ordinance or Summary in The Butler County Times-Gazette; Mail Notice of Assessment
December 12, 2022	Pay-in Period Ends [30 day Non-litigation Period After November 12, 2022]
Before 08/25/2023	Certify Assessment Spreads to Butler County Clerk

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Gilmore & Bell, P.C.
09/27/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON OCTOBER 17, 2022**

The City Commission met in regular session at the usual meeting place in the City at 5:30 p.m., the Mayor presided and the following members of the City Commission being present and participating, to-wit:

Absent:

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

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

(Other Proceedings)

There were presented certain documents relating to the following described improvements previously authorized by the governing body:

Project No. 584 – Paving Skyview Drive

Resolution No. 2923
Paving Skyview Drive

Project No. 585 - Sanitary Sewer Improvements

Resolution No. 2922
Sanitary Sewer Improvements

The documents presented are as follows:

Exhibit A – Statement of Final Costs
Exhibit B – Assessment Roll Certification
Exhibit C – Notice of Public Hearing
Exhibit D – Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

After full consideration thereof, Commissioner _____ moved to take the following action:

1. Approve each of the documents;
2. Establish November 7, 2022 at 5:30 p.m., or as soon thereafter as may be heard, to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Cause the City Clerk to publish the Notice of Public Hearing (***Exhibit C***) in the official City newspaper not less than 10 days prior to such public meeting date;

4. Mail the Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (***Exhibit D***) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing (***Exhibit C***); and
5. File each of the documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Commissioner _____, and approved by the following roll call vote:

Yea: _____

Nay: _____

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

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

_____
City Clerk

EXHIBIT A-1

CITY OF EL DORADO, KANSAS

PAVING SKYVIEW DRIVE - PROJECT NO. 584
RESOLUTION NO. 2923

STATEMENT OF FINAL COSTS

CONSTRUCTION	$191,648.50
ENGINEERING	20,148.00
COSTS OF ISSUANCE	25,766.71
NOTE INTEREST	19,164.85
TOTAL	***$256,728.06***

EXHIBIT A-2

CITY OF EL DORADO, KANSAS

SANITARY SEWER IMPROVEMENTS - PROJECT NO. 584
RESOLUTION NO. 2922

STATEMENT OF FINAL COSTS

CONSTRUCTION	$137,420.00
ENGINEERING	17,948.00
COSTS OF ISSUANCE	18,701.61
NOTE INTEREST	13,742.00
TOTAL	***$187,811.61***

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of El Dorado, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements previously authorized by the governing body hereby reports that each and all of the respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated October 17, 2022.

CITY OF EL DORADO, KANSAS

By: _____
Scott Rickard, Engineering Department

SCHEDULE I-1

PAVING SKYVIEW DRIVE - PROJECT NO. 584
RESOLUTION NO. 2923

Description of Property	Amount of Proposed Assessment
Lot 1, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 2, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 3, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 4, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 5, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 6, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 7, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 8, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 9, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 10, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 11, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 12, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 13, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 14, Block 1 of Myers East 2nd Addition	$11,915.22
Lot 15, Block 1 of Myers East 2nd Addition	$11,915.22
	$178,728.17

SCHEDULE I-2

SANITARY SEWER IMPROVEMENTS - PROJECT NO. 584
RESOLUTION NO. 2922

Description of Property	Amount of Proposed Assessment
Lot 1, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 2, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 3, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 4, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 5, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 6, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 7, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 8, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 9, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 10, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 11, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 12, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 13, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 14, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 15, Block 1 of Myers East 2nd Addition	$11,047.75
Beginning at the NE/c of the NW4 of the NW4 of Section 25, Township 25 South, Range 5 East of the 6th PM in Butler County, Kansas; thence S86°33'47"W, a distance of 37.88' thence N01°19'24"W, a distance of 390.59' to a point on the South line of Hazlett Heights Addition; thence N88°35'08"E a distance of 25' to the SW/c of Lot 18 Block C in Myers East Addition; thence N88°36'22"E, a distance of 166.30' to the NW/c of Lot 15 Block C of said Myers East Addition; thence S01°24'22"E, a distance of 359.99 feet; thence S00°19'26"E, a distance of 29.80' to a point on said South line of said SW4; thence S88°48'30"W, a distance of 153.28' to the Point of Beginning.	$11,047.75
Beginning at the SE/c of Lot 12, in Blk 6 Hazlett Heights Addition to the City of El Dorado thence running N 125.93' thence E 159' thence S 125.93' thence W 159' to the POB, being in the SW Quarter of Section 25 Township 25 S, Range 5 E of the 6th PM Butler County, KS	$11,047.75
	$187,811.61

EXHIBIT C

(Published in ***The Butler County Times-Gazette*** on October 22, 2022)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF EL DORADO, KANSAS

You and each of you are hereby notified that the governing body of the City of El Dorado, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq*., at 200 E. 1st El Dorado, Kansas 67042, in the City, on November 7, 2022, or as soon thereafter as may be heard, at 5:00 p.m. The public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Project No. 584 – Paving Skyview Drive

Resolution No. 2923
Paving Myers East 2nd Addition.

Property Description:
Lots 1 – 15, Block 1, Myers East 2nd Addition to the City of El Dorado, Butler County, Kansas.

Cost of Improvements:
$256,728.06.
$178,728.17 to be assessed against the Improvement District and $77,999.88 to be paid by the City-at-large

Project No. 585 - Sanitary Sewer Improvements

Resolution No. 2922
Paving Myers East 2nd Addition.

Property Description:
See attached Exhibit A.

Cost of Improvements:
$187,811.61.
100% to be assessed against the Improvement District and 0% to be paid by the City-at-large

An Assessment Roll prepared in accordance with the referenced Resolution(s) approved by the governing body is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the governing body will consider an Ordinance levying such special assessments.

DATED October 17, 2022.

/s/ Tabitha Sharp, City Clerk

EXHIBIT A

SANITARY SEWER IMPROVEMENTS - PROJECT NO. 584
RESOLUTION NO. 2922

Description of Property
Lot 1, Block 1 of Myers East 2nd Addition
Lot 2, Block 1 of Myers East 2nd Addition
Lot 3, Block 1 of Myers East 2nd Addition
Lot 4, Block 1 of Myers East 2nd Addition
Lot 5, Block 1 of Myers East 2nd Addition
Lot 6, Block 1 of Myers East 2nd Addition
Lot 7, Block 1 of Myers East 2nd Addition
Lot 8, Block 1 of Myers East 2nd Addition
Lot 9, Block 1 of Myers East 2nd Addition
Lot 10, Block 1 of Myers East 2nd Addition
Lot 11, Block 1 of Myers East 2nd Addition
Lot 12, Block 1 of Myers East 2nd Addition
Lot 13, Block 1 of Myers East 2nd Addition
Lot 14, Block 1 of Myers East 2nd Addition
Lot 15, Block 1 of Myers East 2nd Addition
Beginning at the NE/c of the NW4 of the NW4 of Section 25, Township 25 South, Range 5 East of the 6th PM in Butler County, Kansas; thence S86°33'47"W, a distance of 37.88' thence N01°19'24"W, a distance of 390.59' to a point on the South line of Hazlett Heights Addition; thence N88°35'08"E a distance of 25' to the SW/c of Lot 18 Block C in Myers East Addition; thence N88°36'22"E, a distance of 166.30' to the NW/c of Lot 15 Block C of said Myers East Addition; thence S01°24'22"E, a distance of 359.99 feet; thence S00°19'26"E, a distance of 29.80' to a point on said South line of said SW4; thence S88°48'30"W, a distance of 153.28' to the Point of Beginning.
Beginning at the SE/c of Lot 12, in Blk 6 Hazlett Heights Addition to the City of El Dorado thence running N 125.93' thence E 159' thence S 125.93' thence W 159' to the POB, being in the SW Quarter of Section 25 Township 25 S, Range 5 E of the 6th PM Butler County, KS

EXHIBIT D

NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

October 22, 2022
El Dorado, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that there is proposed to be assessed against the property, certain amounts for the costs of certain internal improvements (the "Improvements") previously authorized by the governing body of the City of El Dorado, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on ***Schedule I*** attached hereto.

You are hereby further notified that the governing body of the City will meet on November 7, 2022, at 5:30 p.m., at 200 E. 1st El Dorado, Kansas 67042, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE PUBLIC HEARING***.

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part within thirty (30) days from the date of such notice. Any amount not so paid within the time period prescribed will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq*.

Tabitha Sharp, City Clerk

SCHEDULE I-1

PAVING SKYVIEW DRIVE - PROJECT NO. 584
RESOLUTION NO. 2923

Description of Property	Amount of Proposed Assessment
Lot 1, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 2, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 3, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 4, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 5, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 6, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 7, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 8, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 9, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 10, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 11, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 12, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 13, Block 1 of Myers East 2nd Addition	$11,915.21
Lot 14, Block 1 of Myers East 2nd Addition	$11,915.22
Lot 15, Block 1 of Myers East 2nd Addition	$11,915.22

SCHEDULE I-2

SANITARY SEWER IMPROVEMENTS - PROJECT NO. 584
RESOLUTION NO. 2922

Description of Property	Amount of Proposed Assessment
Lot 1, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 2, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 3, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 4, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 5, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 6, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 7, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 8, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 9, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 10, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 11, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 12, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 13, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 14, Block 1 of Myers East 2nd Addition	$11,047.74
Lot 15, Block 1 of Myers East 2nd Addition	$11,047.75
Beginning at the NE/c of the NW4 of the NW4 of Section 25, Township 25 South, Range 5 East of the 6th PM in Butler County, Kansas; thence S86°33'47"W, a distance of 37.88' thence N01°19'24"W, a distance of 390.59' to a point on the South line of Hazlett Heights Addition; thence N88°35'08"E a distance of 25' to the SW/c of Lot 18 Block C in Myers East Addition; thence N88°36'22"E, a distance of 166.30' to the NW/c of Lot 15 Block C of said Myers East Addition; thence S01°24'22"E, a distance of 359.99 feet; thence S00°19'26"E, a distance of 29.80' to a point on said South line of said SW4; thence S88°48'30"W, a distance of 153.28' to the Point of Beginning.	$11,047.75
Beginning at the SE/c of Lot 12, in Blk 6 Hazlett Heights Addition to the City of El Dorado thence running N 125.93' thence E 159' thence S 125.93' thence W 159' to the POB, being in the SW Quarter of Section 25 Township 25 S, Range 5 E of the 6th PM Butler County, KS	$11,047.75

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

The undersigned, City Clerk of the City of El Dorado, Kansas (the "City"), does hereby certify that on October 22, 2022, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

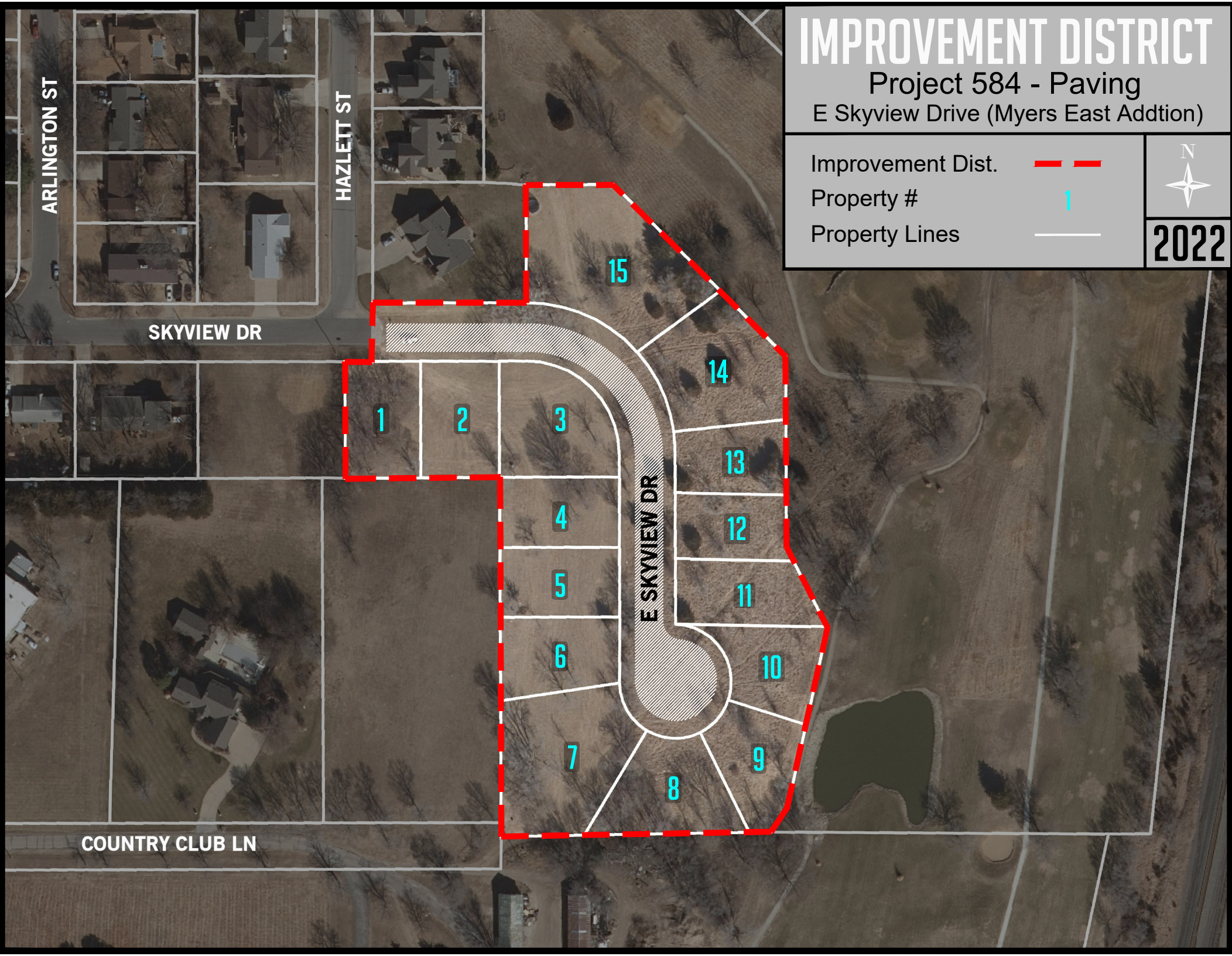
A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of October 22, 2022.

(Seal)

Tabitha Sharp, City Clerk

[attach sample copy of form]


IMPROVEMENT DISTRICT
Project 584 - Paving
E Skyview Drive (Myers East Addtion)
Improvement Dist.
Property #
1
Property Lines
N
2022
ARLINGTON ST
HAZLETT ST
SKYVIEW DR
E SKYVIEW DR
COUNTRY CLUB LN
1
2
3
4
5
6
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14
15

EL DORADO
KANSAS

ENGINEERING DEPARTMENT

FINAL COSTS 9/16/2022

Project No. 584-Myers East Paving

Item No.	Description	Units	No. of Units	Unit Cost	Total
1	Common Excavation	CY	850	$ 7.10	$ 6,035.00
2	Compacted Fill	CY	600	$ 2.40	$ 1,440.00
3	6 1/2" Reinforced Rock Base	SY	2810	$ 7.70	$ 21,637.00
4	Type I Curb & Gutter	LF	471	$ 15.00	$ 7,065.00
5	Laydown Curb & Gutter	LF	910	$ 11.00	$ 10,010.00
6	BM-4 (10%rap) Asph. Conc. Pvmt. Base	TONS	595	$ 85.00	$ 50,575.00
7	BM-2 Asph. Conc. Pvmt. Surface	TONS	263	$ 95.00	$ 24,985.00
8	Site Clearing	LS	1	$ 13,110.00	$ 13,110.00
9	Site Restoration	LS	1	$ 100.00	$ 100.00
10	Offset Curb Inlet	EA	2	$ 6,000.00	$ 12,000.00
11	Backyard Inlet	EA	2	$ 3,000.00	$ 6,000.00
12	36" Reinf. Conc. Pipe	LF	125	$ 125.00	$ 15,625.00
13	24"x38" Horiz. Ell. Reinf. Conc. Pipe	LF	37	$ 125.00	$ 4,625.00
14	18" Reinf. Conc. Pipe	LF	171	$ 75.00	$ 12,825.00
15	Flowable Fill	LF	32	$ 30.00	$ 960.00
16	Rip-Rap	SY	17	$ 40.00	$ 680.00
17	Saw Cut Exist. Pvmt.	LF	33	$ 7.00	$ 231.00
18	Project Seeding	LS	1	$ 1,855.00	$ 1,855.00
19	Maintain Exist. BMPs	LS	1	$ 1.00	$ 1.00
20	Install Inlet Protection	EA	4	$ 88.00	$ 352.00
21	Install Curlex Blanket	SY	1230	$ 1.25	$ 1,537.50

Total Value of Work Done:	$ 191,648.50
Temp Note	$ 19,164.85
Engineering Service	$ 20,148.00
Publications	$ 578.50
Misc/Other	$ 273.90
Eng/Admin Fees	$ 24,914.31
Total Project Costs	$ 256,728.06

Scott Rickard
Engineering Dept.

EL DORADO
KANSAS

ENGINEERING DEPARTMENT

CITY AT LARGE FINAL COSTS 9/16/2022

Project No. 584-Myers East Paving

Item No.	Description	Units	No. of Units	Unit Cost	Total
1	Common Excavation	CY	59.5	$ 7.10	$ 422.45
2	Compacted Fill	CY	0	$ 2.40	$ -
3	6 1/2" Reinforced Rock Base	SY	191	$ 7.70	$ 1,470.70
4	Type I Curb & Gutter	LF	40	$ 15.00	$ 600.00
5	Laydown Curb & Gutter	LF	74	$ 11.00	$ 814.00
6	BM-4 (10%rap) Asph. Conc. Pvmt. Base	TONS	38	$ 85.00	$ 3,230.00
7	BM-2 Asph. Conc. Pvmt. Surface	TONS	19	$ 95.00	$ 1,805.00
8	Site Clearing	LS	0.07	$ 13,110.00	$ 917.70
9	Site Restoration	LS	0.07	$ 100.00	$ 7.00
10	Offset Curb Inlet	EA	2	$ 6,000.00	$ 12,000.00
11	Backyard Inlet	EA	2	$ 3,000.00	$ 6,000.00
12	36" Reinf. Conc. Pipe	LF	125	$ 125.00	$ 15,625.00
13	24"x38" Horiz. Ell. Reinf. Conc. Pipe	LF	37	$ 125.00	$ 4,625.00
14	18" Reinf. Conc. Pipe	LF	171	$ 75.00	$ 12,825.00
15	Flowable Fill	LF	32	$ 30.00	$ 960.00
16	Rip-Rap	SY	17	$ 40.00	$ 680.00
17	Saw Cut Exist. Pvmt.	LF	0	$ 7.00	$ -
18	Project Seeding	LS	0.07	$ 1,855.00	$ 129.85
19	Maintain Exist. BMPs	LS	0.07	$ 1.00	$ 0.07
20	Install Inlet Protection	EA		$ 88.00	$ -
21	Install Curlex Blanket	SY	86.1	$ 1.25	$ 107.63

Total Value of Work Done:	$ 62,219.40
Temp Note	$ 6,221.94
Engineering Service	$ 1,410.36
Publications	$ 40.50
Misc/Other	$ 19.17
Eng/Admin Fees	$ 8,088.52
Total CAL Costs	$ 77,999.88

Scott Rickard
Engineering Dept.

EL DORADO
KANSAS

ENGINEERING DEPARTMENT

IMPROVEMENT DISTRICT FINAL COSTS 9/16/2022

Project No. 584-Myers East Paving

Item No.	Description	Units	No. of Units	Unit Cost	Total
1	Common Excavation	CY	790.5	$ 7.10	$ 5,612.55
2	Compacted Fill	CY	600	$ 2.40	$ 1,440.00
3	6 1/2" Reinforced Rock Base	SY	2619	$ 7.70	$ 20,166.30
4	Type I Curb & Gutter	LF	431	$ 15.00	$ 6,465.00
5	Laydown Curb & Gutter	LF	836	$ 11.00	$ 9,196.00
6	BM-4 (10%rap) Asph. Conc. Pvmt. Base	TONS	557	$ 85.00	$ 47,345.00
7	BM-2 Asph. Conc. Pvmt. Surface	TONS	244	$ 95.00	$ 23,180.00
8	Site Clearing	LS	0.93	$ 13,110.00	$ 12,192.30
9	Site Restoration	LS	0.93	$ 100.00	$ 93.00
10	Offset Curb Inlet	EA	0	$ 6,000.00	$ -
11	Backyard Inlet	EA	0	$ 3,000.00	$ -
12	36" Reinf. Conc. Pipe	LF	0	$ 125.00	$ -
13	24"x38" Horiz. Ell. Reinf. Conc. Pipe	LF	0	$ 125.00	$ -
14	18" Reinf. Conc. Pipe	LF	0	$ 75.00	$ -
15	Flowable Fill	LF	0	$ 30.00	$ -
16	Rip-Rap	SY	0	$ 40.00	$ -
17	Saw Cut Exist. Pvmt.	LF	33	$ 7.00	$ 231.00
18	Project Seeding	LS	0.93	$ 1,855.00	$ 1,725.15
19	Maintain Exist. BMPs	LS	0.93	$ 1.00	$ 0.93
20	Install Inlet Protection	EA	4	$ 88.00	$ 352.00
21	Install Curlex Blanket	SY	1143.9	$ 1.25	$ 1,429.88

Total Value of Work Done:	$ 129,429.11
Temp Note	$ 12,942.91
Engineering Service	$ 18,737.64
Publications	$ 538.01
Misc/Other	$ 254.73
Eng/Admin Fees	$ 16,825.78
Total Improvement District Costs	$ 178,728.17

Scott Rickard
Engineering Dept.

EL DORADO
KANSAS

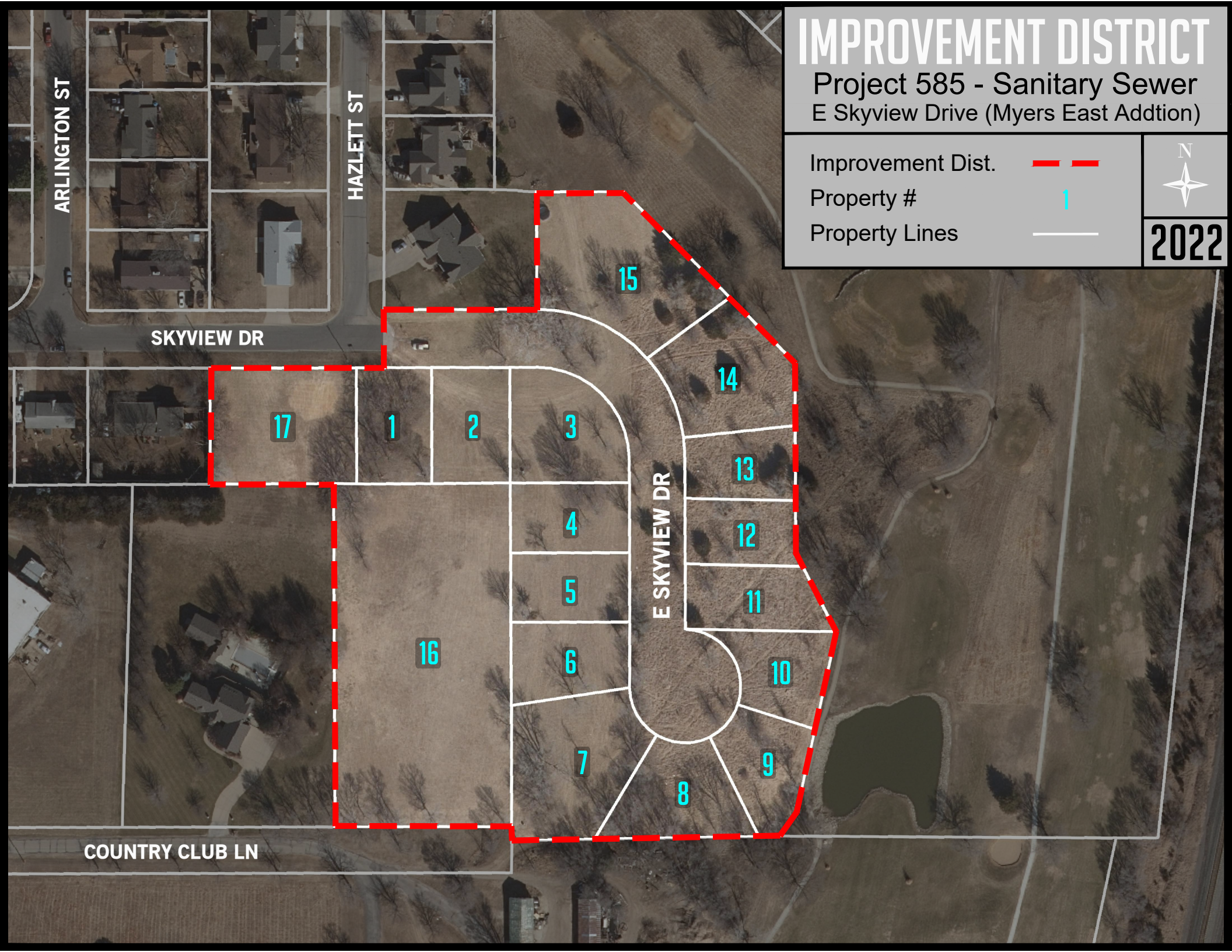
ENGINEERING DEPARTMENT

9/16/2022

Project No. 584-Myers East Paving
Improvement District Costs

OWNER OF RECORD	PROP. NO.	PROPERTY DESCRIPTION	UNIT	ASSESSMENT
Eric Gilbert 11100 Freemont Cir Mulvane KS 67110	1	Lot 1, Block 1 of Myers East 2nd Addition 1672503011100000 1215 E Skyview	1	**$11,915.21**
	2	Lot 2, Block 1 of Myers East 2nd Addition 1672503011099000 1225 E Skyview	1	**$11,915.21**
	3	Lot 3, Block 1 of Myers East 2nd Addition 1672503011098000 1235 E Skyview	1	**$11,915.21**
	4	Lot 4, Block 1 of Myers East 2nd Addition 1672503011097000 1305 E Skyview	1	**$11,915.21**
	5	Lot 5, Block 1 of Myers East 2nd Addition 1672503011096000 1313 E Skyview	1	**$11,915.21**
	6	Lot 6, Block 1 of Myers East 2nd Addition 1672503011095000 1335 E Skyview	1	**$11,915.21**
	7	Lot 7, Block 1 of Myers East 2nd Addition 1672503011094000 1345 E Skyview	1	**$11,915.21**
	8	Lot 8, Block 1 of Myers East 2nd Addition 1672503011093000 1355 E Skyview	1	**$11,915.21**
	9	Lot 9, Block 1 of Myers East 2nd Addition 1672503011092000 1350 E Skyview	1	**$11,915.21**

10	Lot 10, Block 1 of Myers East 2nd Addition 1672503011091000 1340 E Skyview	1	**$11,915.21**
11	Lot 11, Block 1 of Myers East 2nd Addition 1672503011090000 1330 E Skyview	1	**$11,915.21**
12	Lot 12, Block 1 of Myers East 2nd Addition 1672503011089000 1320 E Skyview	1	**$11,915.21**
13	Lot 13, Block 1 of Myers East 2nd Addition 1672503011088000 1310 E Skyview	1	**$11,915.21**
14	Lot 14, Block 1 of Myers East 2nd Addition 1672503011087000 1230 E Skyview	1	**$11,915.21**
15	Lot 15, Block 1 of Myers East 2nd Addition 1672503011086000 1220 E Skyview	1	**$11,915.21**
			$178,728.17


IMPROVEMENT DISTRICT
Project 585 - Sanitary Sewer
E Skyview Drive (Myers East Addtion)
Improvement Dist.
Property #
1
Property Lines
N
2022
ARLINGTON ST
HAZLETT ST
SKYVIEW DR
E SKYVIEW DR
COUNTRY CLUB LN
15
14
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EL DORADO
KANSAS

ENGINEERING DEPARTMENT

FINAL COSTS/IMPROVEMENT DISTRICT 9/16/2022

Project No. 585-Sanitary Sewer Myers East

Item No.	Description	Units	No. of Units	Unit Cost	Total
1	Standard Manhole	EA	7	$ 3,110.00	$ 21,770.00
2	Cleanout Riser Assembly	EA	3	$ 1,250.00	$ 3,750.00
3	8" PVC Sanitary Sewer	LF	1650	$ 55.00	$ 90,750.00
4	Connect to Existing Manhole	EA	1	$ 1,650.00	$ 1,650.00
5	Golf Course Restoration	LS	1	$ 7,700.00	$ 7,700.00
6	Install Construction Entrance	EA	1	$ 500.00	$ 500.00
7	Install Silt Fence	LF	800	$ 1.50	$ 1,200.00
8	Flowable Fill	LF	35	$ 80.00	$ 2,800.00
9	Site Clearing	LS	1	$ 7,200.00	$ 7,200.00
10	Site Restoration	LS	1	$ 100.00	$ 100.00

Total Value of Work Done:	$	137,420.00
Temp Note	$	13,742.00
Engineering Service	$	17,948.00
Publications	$	577.65
Misc/Other	$	259.36
Eng/Admin Fees	$	17,864.60
Total Costs	$	187,811.61

Scott Rickard
Engineering Dept.

EL DORADO
KANSAS

ENGINEERING DEPARTMENT

9/16/2022

Project No. 585-Sanitary Sewer Myers East
Improvement District Costs

OWNER OF RECORD	PROP. NO.	PROPERTY DESCRIPTION	UNIT	ASSESSMENT
Eric Gilbert 11100 Freemont Cir Mulvane KS 67110	1	Lot 1, Block 1 of Myers East 2nd Addition 1672503011100000 1215 E Skyview	1	**$11,047.74**
	2	Lot 2, Block 1 of Myers East 2nd Addition 1672503011099000 1225 E Skyview	1	**$11,047.74**
	3	Lot 3, Block 1 of Myers East 2nd Addition 1672503011098000 1235 E Skyview	1	**$11,047.74**
	4	Lot 4, Block 1 of Myers East 2nd Addition 1672503011097000 1305 E Skyview	1	**$11,047.74**
	5	Lot 5, Block 1 of Myers East 2nd Addition 1672503011096000 1313 E Skyview	1	**$11,047.74**
	6	Lot 6, Block 1 of Myers East 2nd Addition 1672503011095000 1335 E Skyview	1	**$11,047.74**
	7	Lot 7, Block 1 of Myers East 2nd Addition 1672503011094000 1345 E Skyview	1	**$11,047.74**
	8	Lot 8, Block 1 of Myers East 2nd Addition 1672503011093000 1355 E Skyview	1	**$11,047.74**
	9	Lot 9, Block 1 of Myers East 2nd Addition 1672503011092000 1350 E Skyview	1	**$11,047.74**

	10	Lot 10, Block 1 of Myers East 2nd Addition 1672503011091000 1340 E Skyview	1	**$11,047.74**
	11	Lot 11, Block 1 of Myers East 2nd Addition 1672503011090000 1330 E Skyview	1	**$11,047.74**
	12	Lot 12, Block 1 of Myers East 2nd Addition 1672503011089000 1320 E Skyview	1	**$11,047.74**
	13	Lot 13, Block 1 of Myers East 2nd Addition 1672503011088000 1310 E Skyview	1	**$11,047.74**
	14	Lot 14, Block 1 of Myers East 2nd Addition 1672503011087000 1230 E Skyview	1	**$11,047.74**
	15	Lot 15, Block 1 of Myers East 2nd Addition 1672503011086000 1220 E Skyview	1	**$11,047.74**
Terry Clites Rosalie Clites 2200 W 6th El Dorado KS 67042	16	Beginning at the NE/c of the NW4 of the NW4 of Section 25, Township 25 South, Range 5 East of the 6th PM in Butler County, Kansas; thence S86°33'47"W, a distance of 37.88' thence N01°19'24"W, a distance of 390.59' to a point on the South line of Hazlett Heights Addition; thence N88°35'08"E a distance of 25' to the SW/c of Lot 18 Block C in Myers East Addition; thence N88°36'22"E, a distance of 166.30' to the NW/c of Lot 15 Block C of said Myers East Addition; thence S01°24'22"E, a distance of 359.99 feet; thence S00°19'26"E, a distance of 29.80' to a point on said South line of said SW4; thence S88°48'30"W, a distance of 153.28' to the Point of Beginning. 1672503011020010 E Country Club Ln	1	**$11,047.74**
Terry Clites Rosalie Clites 2200 W 6th El Dorado KS 67042	17	Beginning at the SE/c of Lot 12, in Blk 6 Hazlett Heights Addition to the City of El Dorado thence running N 125.93' thence E 159' thence S 125.93' thence W 159' to the POB, being in the SW Quarter of Section 25 Township 25 S, Range 5 E of the 6th PM Butler County, KS 1672503011004000 E Skyview	1	**$11,047.74**

$187,811.61

TO: City Commission
FROM: Scott Rickard
SUBJ: KDOT CCLIP SP
DATE: October 12, 2022

Background:
The City has been allocated funding for surface preservation on N Main from 6th Ave to McCollum Rd. which will include a 2" mill & overlay. This award is a competitive process to receive funds for the rehabilitation of the State highway system within City Limits. The City of El Dorado is responsible for the maintenance of Central Ave. and Main St. and as such these funds will significantly reduce the burden to our local tax base.

Project Schedule:
The project will be part of the KDOT 2024 Fiscal Year. Once the City submits the attached 1302 form a project schedule will be developed by KDOT. The City anticipates that the project will be bid in the spring of 2023.

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:
See award letter & Location Map

Policy Issue:
Approval of the City Commission to authorize the Mayor to sign and submit KDOT form 1302, and submit that sufficient funds are available to cover the City's 10% responsibility.

Alternatives:
Decline the project, which then KDOT would allocate the funds to another

Fiscal Impact:
KDOT $400,000 City 10%. The City's funding would be paid from Sales Tax street rehabilitation funds. Annually $600,000 in sales tax dollars are allocated to street rehabilitation.

Trade-offs:
N/A

Staff Recommendation:
To approve KDOT project programming request

Commission Actions:

Commissioner _____ moves to authorize the Mayor to sign and submit KDOT form 1302 for the preservation project of N Main from 6th Avenue to McCollum Rd.

Commissioner _____ seconded the motion

Return to Agenda

Next Item

CITY OF EL DORADO
CCLIP SURFACE PRESERVATION
N MAIN / HWY 77
(6TH TO McCOLLUM)
2023
APPLICATION
McCOLLUM RD
N MAIN / HWY 77
POST RD
BNSF
RAIL ROAD
E 12TH AVE
W 6TH AVE / TRUCK ROUTE

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

☑ New Project	☐ Amend Existing Project	Date:	10/12/2022

Program Year: 2024	Funding Program:	CCLIP-SP (Surface Preservation)
KDOT District	**MPO**	**MPO TIP #**
5	N/A	

County	City	Route / Corridor	Functional Classification
Butler	El Dorado	US-77	1 = Interstate

Project Sponsor / Lead Agency		
City of El Dorado		
Project Mgr / Contact	**Phone**	**E-mail Address**
Scott Rickard	316-321-9100	srickard@eldoks.com

Project Title

Mill and Overlay US-77 (Main St) from 6th Ave to McCollum Rd

Project Length:	1.470	miles	Desired Letting Date:	May 2023

Letting Type: ☐ KDOT ☑ LPA ☐ Force Account

Location, Project Limits, Description, Scope of Work

2" Mill and Overlay and pavement marking of US-77 (Main St) from 6th Avenue to McCollum Road.

Purpose and Need

To Mill and Overlay to address the rapidly eroding existing pavement.

Project Benefits

To rehabilitate pavement.

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate	*Participating*	*Non-Participating*	*Total*
PE (Design)	$ -	$ 35,000.00	$ 35,000.00
Utilities	$ -	$ -	$ -
ROW	$ -	$ -	$ -
CE (Inspection)	$ 15,000.00	$ -	$ 15,000.00
Construction Total	$ 658,000.00	$ -	$ 658,000.00
Grading	$ 147,000.00	$ -	$ 147,000.00
Surfacing (Asphalt)	$ 465,000.00	$ -	$ 465,000.00
Surfacing (Concrete)		$ -	$ -
Signing and Pavement Marking	$ 46,000.00	$ -	$ 46,000.00
Lighting	$ -	$ -	$ -
Seeding	$ -	$ -	$ -
			$ -
Project Totals	***$ 673,000.00***	***$ 35,000.00***	**$ 708,000.00**

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of El Dorado

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Title

ATTEST:

City Clerk

Appropriate Local Officials

Mayor

Title

Title

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary
Tod L. Salfrank, Chief

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

October 12, 2022

Mr. Scott Rickard
City Engineer
220 E 1st Ave.
El Dorado, KS 67042

Dear Mr. Rickard:

Congratulations! Your application for a Surface Preservation project has been selected for funding as part of the Kansas Department of Transportation (KDOT) State Fiscal Year (SFY) 2024 City Connecting Link Improvement Program. KDOT has allocated $400,000 for Construction and Construction Engineering for this project:

Mill and overlay on US-77 from 6th Ave to McCollum Rd.

The City will be required to contribute a minimum of 10% plus anything over the amount shown above and will also be responsible for all Preliminary Engineering, Right-of-Way, and Utility costs.

Due to the current bidding environment, all CCLIP application estimates were thoroughly reviewed and adjusted for the recent spike in inflation. The CCLIP funding awards were modified accordingly, for the applied project limits and scope. These should not be modified during project development without KDOT concurrence.

For KDOT to program your project, KDOT must receive a completed 1302 form from you before November 30, 2022. Please complete the enclosed form and return it as soon as possible to KDOT.LPePlans@ks.gov.

Once KDOT receives your completed 1302 form, KDOT will program the project and send a project schedule as a reference in developing the project in accordance with KDOT's procedures. Project development details may be found in the LPA Project Development Manual at KDOT: Local Projects.

To keep the project on schedule, this letter serves as the commitment from KDOT to fund this project at the amount written above. An agreement between KDOT and the City will be forthcoming that outlines all terms and conditions of KDOT's funding. However, to allow for you to begin preliminary engineering, the following clauses will be included in the agreement between the City and KDOT and shall be included in your contract with a consultant to provide preliminary engineering services:

Conformity with State and Federal Requirements. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

Consultant Contract Language. The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with the paragraph entitled Conformity with State and Federal Requirements. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or Dawn.Hueske@ks.gov.

Tod L. Salfrank, Chief
Bureau of Local Projects

Cc: Calvin Reed, Director of Engineering and Design
Brent Terstriep, KDOT District Engineer

TO: City Commission
FROM: Engineering Department
SUBJ: Application to Rezone (A-R to R-1) 5.38 Acres on Kinder Road.
DATE: October 4th, 2022

Background:
The Planning Commission held a public hearing on September 22nd, 2022, to review an application to rezone 5.38 acres located at Lot 3, Block 1, of the proposed Kinder 2nd Addition Plat from Agricultural Residential District (A-R) to Low Density Residential District (R-1). The Planning Commission voted to recommend approval of the rezoning application (5-0). The property is located outside city limits and within the City of El Dorado Extraterritorial Jurisdiction (ETJ); the Butler County Commission voted to recommend approval of the rezoning request at their September 20th, 2022, meeting.

Attachments:
Planning Commission Minutes
Planning Commission Memorandum
Kinder 2nd Addition Plat
Zoning Map
Neighborhood Letters
Deed Restrictions
Planning Commission Presentation
Ordinance

Policy Issue:
Zoning districts restrict properties to a specific set of land uses. Most rezoning applications, such as this one, request a zoning district that is less restrictive and allows an increase in land use intensity. R-1 low density residential allows higher residential densities and is limited to single-family residential. Other residential compatible uses, such as educational institutions or public assembly venues, require a Special Use Permit.

Fiscal Impact:
Approval of the zoning map amendment will create little to no fiscal impact on the City of El Dorado at this time.

Staff Recommendation:
Approve the rezoning application.

Commission Actions:

Commissioner _____ moved to approve an ordinance for Case No. 22-04-REZ, requesting a rezoning of Lot 3, Block 1, in Kinder 2nd Addition to R-1 Low Density Residential District.

Commissioner _____ seconded the motion.

Return to Agenda

Next Item

PLANNING COMMISSION MEMORANDUM

TO:	Planning Commission
FROM:	Jay Shivers, AICP, City Planner
CC:	Scott Rickard, Engineering Director
RE:	Zone Change Application – Kinder Drive

Kody Kinder has submitted a rezoning application to rezone 5.38 acres at the north end of Kinder Drive from A-R Agricultural Residential District to R-1 Low Density Dwelling District. R-1 allows single-family residential by-right and schools and public assembly uses with a Special Use Permit.

Mr. Kinder has also submitted a plat of the property. The rezoning is required for the creation of this lot. The minimum lot size for a new lot in A-R is 40 acres. Though the remaining A-R land will be reduced in size, the State of Kansas exempts agricultural land and buildings from zoning regulations when outside city limits.

This property is located just outside city limits but within the El Dorado Extraterritorial Jurisdiction (ETJ). The Butler County Commission will review the request at their September 20th meeting.

The regulations state the Planning Commission shall make findings of fact to determine whether the application is found to be compatible with the following:

Character of the neighborhood.

The existing land uses in the immediate area consist of single-family residential and agricultural open space. Zoning in the area is primarily R-1 to the south and north and A-R to the west and east. The property borders railroad right-of-way to the east and El Dorado Lake property.

Consistency with the Comprehensive Plan and ordinances of the City of El Dorado.

The Future Land Use Map (FLUM) designates the subject property as Low Density Residential, defined as "single or two-family residential land uses with a density generally no greater than eight units per acre. "

Adequacy of public utilities and other needed public services.

The City of El Dorado is working with the applicant to provide access to water.

Suitability of the uses to which the property has been restricted under its existing zoning.

R-1 is one of the most restrictive zoning districts in the zoning ordinance. The property is generally restricted to its current use, agricultural open space and very low density single-family residential.

Length of time property has remained vacant as zoned.

Not applicable.

Compatibility of the proposed district classification with nearby properties.

Low density single-family residential is consistent with surrounding development in this area. The City anticipates additional single-family development in this area.

The extent to which the zoning amendment may detrimentally affect nearby properties.

Additional single-family residential is not expected to detrimentally affect neighboring properties, given that single-family residential is the primary land use in the area.

Whether the proposed amendment provides a disproportionately great loss to the individual land owners nearby relative to the public gain.

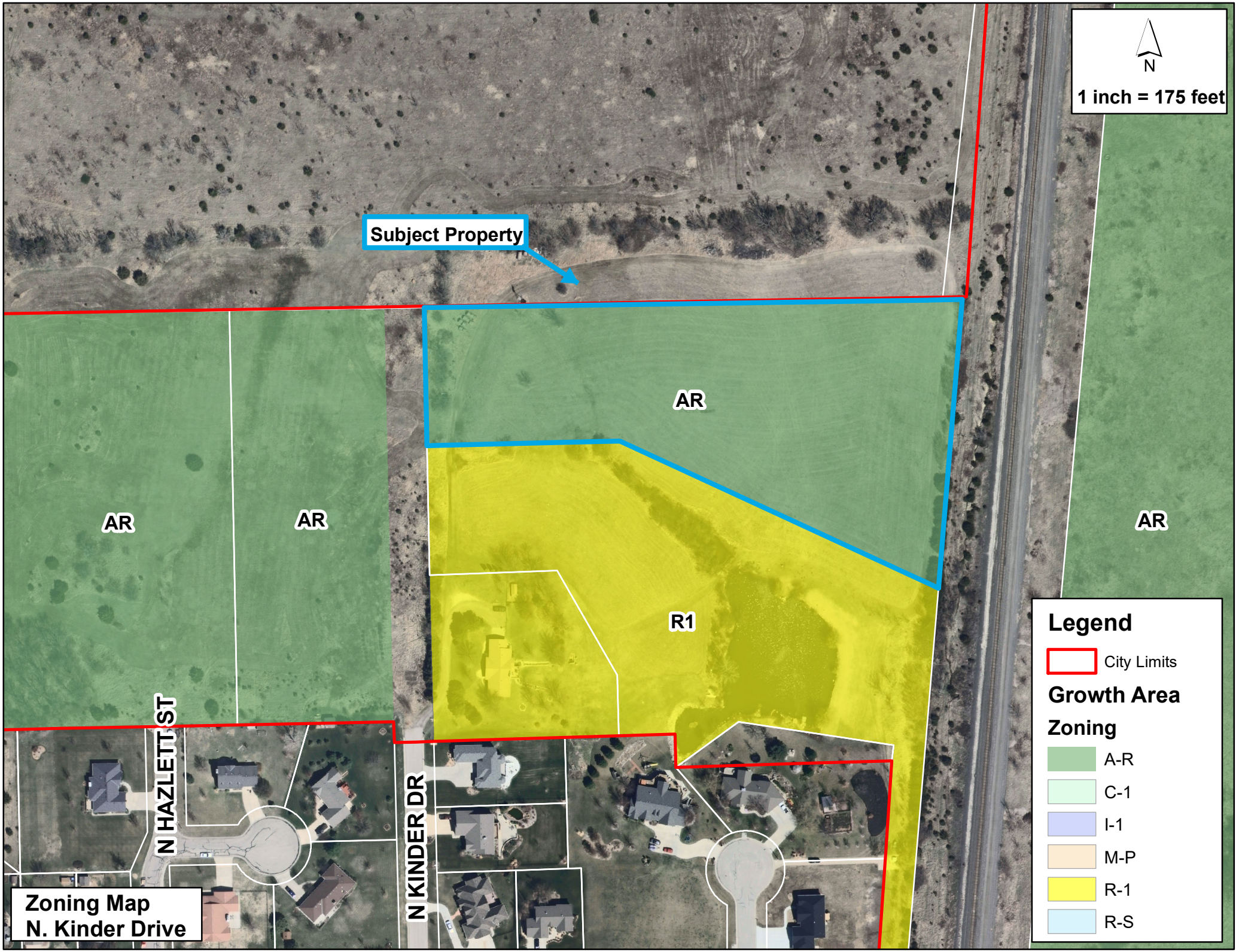
Staff does not anticipate a disproportionately great loss to nearby land owners for reasons mentioned above.

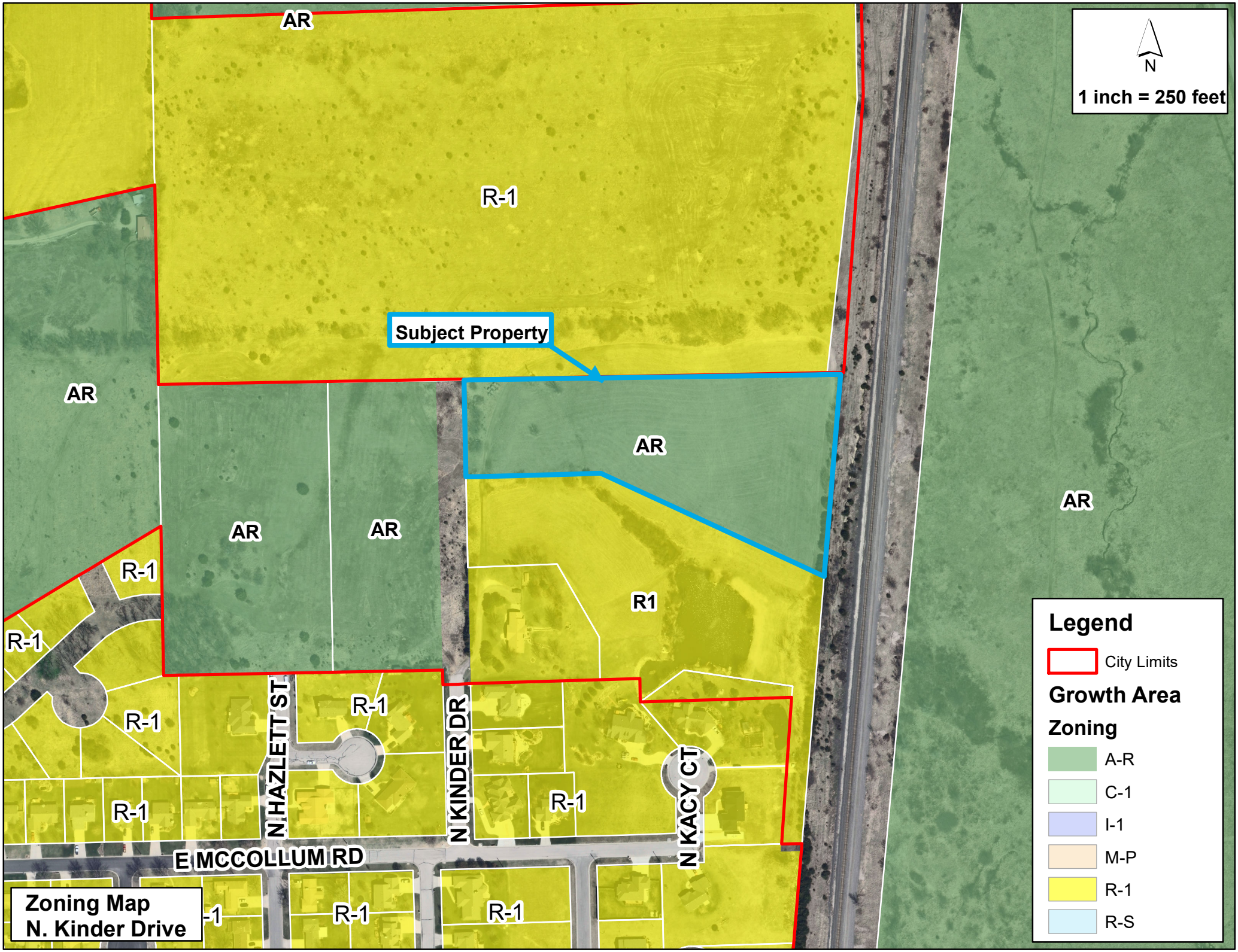
The proposed zoning conforms to the Comprehensive Plan and would allow a smaller minimum lot size for the applicant. In the long term, the City anticipates additional single-family development in this area of town. Future development will likely move northward using Kinder Drive, Hazlett Street, Belmont Parkway, and North Crest Road. For these reasons, staff recommends the Planning Commission recommend approval of the request.

Adoption of this amendment requires a majority vote of the Planning Commission members present and voting.

Suggested Motion:

I move to recommend approval of Case No. 22-04-REZ, an application by Kody Kinder to rezone 5.38 acres at the north end of Kinder Drive from A-R Agricultural Residential District to R-1 Low Density Residential District, for reasons stated in the staff recommendation and heard at this public hearing.


N
1 inch = 175 feet
Subject Property
AR
AR
AR
AR
R1
N HAZLETT ST
N KINDER DR
Legend
City Limits
Growth Area
Zoning
A-R
C-1
I-1
M-P
R-1
R-S
Zoning Map
N. Kinder Drive


N
1 inch = 250 feet
AR
R-1
Subject Property
AR
AR
AR
AR
AR
R1
R-1
R-1
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R-1
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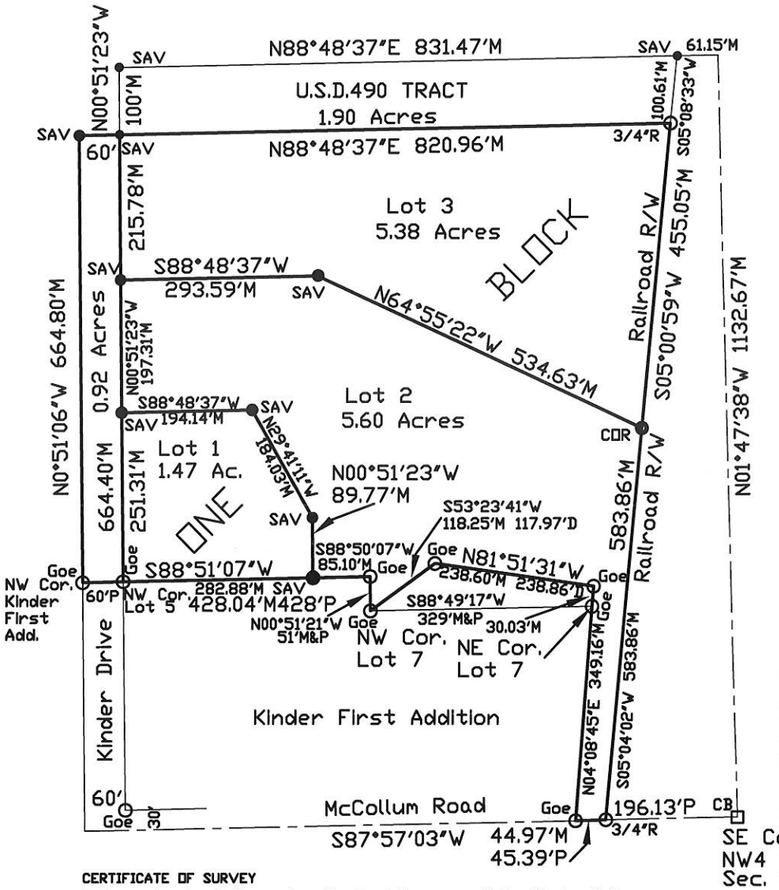
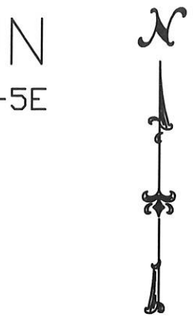
R-1
N HAZLETT ST
N KINDER DR
N KACY CT
E MCCOLLUM RD
Zoning Map
N. Kinder Drive
Legend
City Limits
Growth Area
Zoning
A-R
C-1
I-1
M-P
R-1
R-S

FINAL PLAT

KINDER SECOND ADDITION

Part of Northwest Quarter (NW4) Section 25-25-5E
El Dorado, Kansas





LEGEND
M = Measured
D = Deeded
P = Platted

- ○ Goe ..... 5/8"Barw/Goedecke Eng. Cap (Fd)
- ○ 251 ..... 5/8"Barw/Goedecke Survey Cap (Fd)
- □ CB ..... Concrete Block Found Bu.Co.
- ○ 3/4"R ..... 3/4" Bar (Fd. Bu.Co.)
- ● SAV ..... 1/2"x24"Bar w/Savoy Cap (Set)
- ◎ COR ..... Corps of Engineers

PLANNING COMMISSION CERTIFICATE
State of Kansas)SS
County of Butler)
This plat of KINDER SECOND ADDITION , has been submitted to and approved by the El Dorado Planning Commission on this _____ day of _____ , 2022

_____ , Chairman
David Stewart

ATTEST: _____ , Secretary
Jay Shivers

CITY COMMISSIONER'S CERTIFICATE

State of Kansas)SS
County of Butler)

These easements and right-of-way accepted by the City Commission of El Dorado, Kansas, this _____ day of _____ ,2022.

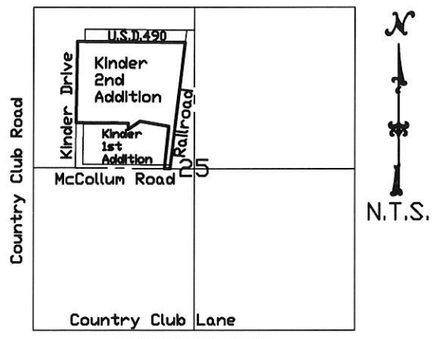
_____ , Mayor
Bill Young

ATTEST: _____ , City Clerk
Tabitha Sharp

CERTIFICATE OF SURVEY
I, the undersigned, licensed professional Surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on September 18, 2020 and the accompanying Final Plat prepared and shown to the best of my knowledge and belief:
Commencing at a point on the South line of the Northwest Quarter (NW4) of Section 25, Township 25 South, Range 5 East of the Sixth Principal Meridian in Butler County, Kansas, said point being 196.13 feet West of the Southeast corner of said Northwest Quarter (NW4) and on the Western Railroad Right-of-way and the Point of Beginning; thence continuing West along said South line, a distance of 45.39 feet to the Southeast corner of the Kinder First Addition to the City of El Dorado, Kansas; thence N04°08'45"E, a distance of 349.16 feet; thence N81°51'31"W, a distance of 238.86 feet; thence S53°23'41"W, a distance of 117.97 feet; thence N00°51'21"W, a distance of 51 feet; thence S88°51'07"W, a distance of 428 feet to the Northwest corner of said Kinder First Addition; thence N00°51'06"W, along the West line of Kinder Drive extended, a distance of 664.80 feet; thence N88°48'37"E, a distance of 880.96 feet to a point on the Western Railroad Right-of-way; thence S05°00'59"W, along said Railroad Right-of-way, a distance of 455.05 feet; thence S05°04'02"W, a distance of 583.86 feet to the Point of Beginning. Said tract contains 13.37 Acres.

Date Signed: _____

_____
Roger L. Cutsinger P.S. #805



VICINITY MAP

LAND SURVEYORS REVIEW
Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____ ,2022

_____
Michael A. Work PS 1160
Butler County Surveyor, Butler Co., Kansas

OWNER'S CERTIFICATE
State of Kansas)SS
County of Butler)
This is to certify that the undersigned owner(s) of the land described in the Surveyor's Certificate; have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, streets and other public ways under the name of KINDER SECOND ADDITION to the City of El Dorado, Butler County, Kansas; that all highways, streets, alleys, easements and public grounds as denoted on the plat are hereby dedicated to and for the use of the public for the purposes of constructing, operating, maintaining and repairing public improvements. The land contained herein is held and shall be conveyed subject to any restrictions, reservations, and covenants on file or hereafter filed in the Office of the Register of Deeds of Butler County, Kansas.

Date Signed: _____

_____ Owner — Kody Kinder
_____ Owner — Kurt Bookout
_____ Owner — Tom J. Kinder
_____ Owner — Karen R. Kinder
_____ Owner — Kacy Bookout

NOTARY CERTIFICATE
State of Kansas)SS
County of Butler)
The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by Kody Kinder

_____ , Notary Public
My appointment expires: _____

NOTARY CERTIFICATE
State of Kansas)SS
County of Butler)
The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by Tom J. Kinder & Karen R. Kinder

My appointment expires: _____ _____ , Notary Public

NOTARY CERTIFICATE
State of Kansas)SS
County of Butler)
The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by Kurt Bookout & Kacy Bookout

_____ , Notary Public
My appointment expires: _____

CITY ATTORNEY'S CERTIFICATE

State of Kansas)SS
County of Butler)

This plat is approved as an addition to the City of El Dorado, Kansas pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____

_____
Ashlyn Lindskog, City Attorney

TRANSFER RECORD CERTIFICATE

Entered on transfer record this ____ day of _____ ,2022.

_____ , County Clerk
Tatum Stafford

REGISTER OF DEEDS CERTIFICATE
State of Kansas)
County of Butler)SS
This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ , __M., on this ____ day of _____ 20__, and is duly recorded. Book _____ Page _____

_____ , Register of Deeds
Jacque Roberts

PROJECT NO. 22D01192

Savoy Company, P.A.
Land Surveyors
120 N. Main St. Suite 3 El Dorado, Ks. 67042
433 S. Hydraulic, Wichita, KS 67211-1911
PH (316) 265-0008
FAX (316) 265-0275
PH (316) 452-5552
www.savoyco.com

September 16, 2022

RE: City Planning Commission meeting September 22d.

Jay Shivers
City Planner

We wish to respond to your undated letter to provide notice on a hearing to consider rezoning 5.38 acres at Lot 3, Block 1 of the proposed Kinder Second Addition.

Site preparation was begun without a printed plan or coordination with City or County for oversight. Compliance with the existing Rules and regulations are required. Trees have been removed, some trees on the described land as well as tree removal on adjacent property owned by USD 490. The school district did not provide authorization for this removal, it was just done. We notified the City & County Planning & Zoning officials that the ground clearing work had begun.

My wife Nancy, approached Kody to ask what was going on with cutting the trees? His response was a profanity laced "I can do whatever the F... I want to". City Staff member, Scott Rickard was requested to confirm to Kody of the rules and regulation compliance requirements. This action brought the site prep to a stop and is possibly what leads us to this Rezoning request.

No coordination has been given to the adjacent property owners, we have not seen a development plan, routes of utility access, sewer, roadway and drainage plan, type of home construction, environment impact, dispersal of water runoff or consideration of impact on the prolific wildlife population.

When we purchased our homes, we were given assurance from the owner that the area would remain as it was, a small piece of the tallgrass prairie with a quiet, tranquil and peaceful view. There are many Deer and Turkey living on this and adjacent property. We love the view especially the wildlife that we share with many visitors

Now that construction has commenced without the required due process, we have serious doubts of the current owner (Kody Kinder) actual intent. Kody has demonstrated that has no respect for the environment, rules and regulations or being a good neighbor. He has placed a ground level hunting blind at the east side of his property. Where he placed large amounts of feed corn and deer mineral block in front of this blind, he has been seen entering the property and hunting blind with a firearm.

There are covenants and deed restrictions properly filed and recorded. The adherence of these rules needs to be addressed during any planning development and construction. I invite the members of the Planning Commission & City Staff to my house and our neighborhood for an onsite-viewing. You will see what we mean and why we are against the development and Zoning change.

We, the undersigned, request the Planning Commission deny the request for rezoning.

Respectively,

(1)

John C. & Nancy Grange
2515 Kacy Court
El Dorado 67042
316-322-0433
johng@carlisleinc.net
316-323-7886
Grangenj71@gmail.com

John C Grange
Nancy J. Grange

Kim Holem
1335 McCollum Road
El Dorado 67042
316-323-4291
Kimberjo68@hotmail.com

Kim Holem

Kevin & Cindy Koehler
2530 Kinder Drive
El Dorado 67042
316-619-9354
316-322-9354
kckoehler@yahoo.com

Kevin Koehler
Cindy Koehler

Dave & Melinda Shaw
2510 Kinder Drive
El Dorado 67042
316-680-0353
raidervtx@gmail.com
316-201-7469
Melinda1610@cox.net

Melinda R. Shaw
Dave Shaw

Dawnita Reinhardt
1345 McCollum Road
El Dorado 67042
316-323-4426
yldcat66@gmail.com

Dawnita Reinhardt

Annette Johnson
1345 McCollum Road
El Dorado 67042
316-452-3210
livingalittlemore@gmail.com

Roger & Barbara Winn
2510 Kacy Court
El Dorado 67042
620-786-0453
rbwinn4@gmail.com

Dallas & Sue Flowers
2520 Kinder Drive
El Dorado 67042
316-323-3869
316-323-3869
trocksue@sbcglobal.net

Dale & Tracy Caitlin
2520 Kacy Court
El Dorado 67042
316-239-9949
Dale.catlin@gmail.com
316-329-9950
Tracycatlin88@gmail.com

September 18, 2022

Planning Commission,

My wife and I moved from Wichita to El Dorado in September of 2020. We had been looking for a house that was both city and rural feeling. The house at 2520 Kacy Ct. met those qualifications. The house is located within the El Dorado city limits, but when exiting out the back of the house, you leave the city and are only in the county. The views out our rear windows were breathtaking.

Located behind us is a pond which we were given written permission use of by the then owners Tom and Karen Kinder (see attachment). North of the pond was environmental green space with walking paths, beehives, a deer feeder and a windmill. We have two dogs, and they both enjoyed their supervised walks exploring these spaces. The green space provides a haven for wildlife such as deer, ducks, geese, herons, wild turkeys, turtles, tortoises, frogs, snakes, armadillos, foxes, coyotes, and racoons.

We enjoy the outdoor spaces and sharing a small portion of our property with the El Dorado High School Cross-country team using the entire green space for their practices. It gave us a sense of community involvement and support.

In December 2020 we were notified of a rezoning request to change the pond lot from AR agricultural/residential zoning to R1 zoning. We filed an objection to this requested change. Jay Shivers, City Planner for El Dorado responded via email (see attachment). Mr. Shivers assured us only one house could be built in the area. After his email and talking to Kurt Bookout, we withdrew our objection, and the zoning request approved.

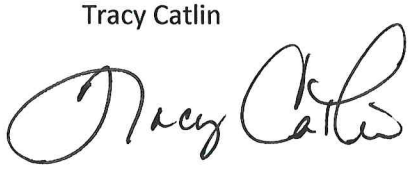
Yet, here we are again at the same intersection where another owner has petitioned for a parcel of land just north of the pond be changed from AR agricultural/residential zoning to R1 zoning. This drastically affects the animal population and the environment. We have no assurances that the petitioner will build a single-family home and not sell the entire property to a developer.

If the area is developed, the cost of the infrastructure (sewer, electricity, cable, telephone, gas, electric, water, street, fire, EMS) would be applied to all the residents on Kinder Drive, McCollum Road and Kacy Court. Had we known at the time of our signing a contract for the Kacy Court house that the green space was going to be sold and developed, we would not have purchased our house.

Dale and Tracy Catlin are vehemently opposed to any zoning changes to Lot 3, Block 1 of the proposed Kinder Second Addition located at the north end of Kinder Drive in Butler County, Kansas, from A-R Agricultural Residential District to R-1 Low Density Residential District as outlined above.

Dale Catlin

Tracy Catlin



2520 Kacy Court
El Dorado, KS 67042-8898

POND AGREEMENT

Tom and Karen Kinder, owners of the property located at 2540 Kinder Drive, El Dorado, Kansas, hereby give the homeowner of 2520 Kacy Court, El Dorado, Kansas, permission to use the Kinder pond located on the property at 2540 Kinder Drive in a manner in which it's use was intended.

Residents of 2520 Kacy Court are welcome to fish, bird watch, congregate and generally enjoy nature in this beautiful amenity.

All fishing is catch and release, unless otherwise granted by Tom and Karen Kinder or Kurt and Kacy Bookout. No swimming or boating unless otherwise granted by Tom and Karen Kinder or Kurt and Kacy Bookout.

No altering of the pond in any way, including, but not limited to erecting any structure on or near the pond; planting of trees, shrubs or aquatic plants, removal of any rocks, trimming or cutting down of any trees or shrubs. No pumping water out of the pond.

The common border or perimeter of the pond will be kept clean and free of debris or any personal items, including but not limited to toys, sports equipment, outdoor furniture and pet items. The intent is for the pond to be a wild natural space, free of anything left by humans or domestic animals.

Tom Kinder 8/15/20

Tom Kinder Date

Karen Kinder 8/15/2020

Karen Kinder Date

COPY

08 / 18 / 2020

08 / 18 / 2020

Click photo to enlarge or view multi-photos.

MLS #	584128	**AG Bedrooms**	2
Status	Active	**Total Bedrooms**	4.00
Type	Single Family OnSite Blt	**AG Full/Half Bath**	2 / 0
Address	2520 Kacy Ct	**T Full/T Half/T Bths**	3 / 1 / 4
Address 2		**Approx AGLA/Src**	2097 / Court House
	El Dorado , KS 67042	**Approx BFA/Src**	1670.00 / Court House
County	Butler	**Approx TFLA**	3,767
Area	B22 - El Dorado	**Garage Size**	3
Subdivision	KINDER 1ST ADDITION	**Original Price**	$385,000
Asking Price	$385,000	**Levels**	One Story
Elem School	Grandview	**Basement**	Yes - Finished
Middle School	El Dorado	**Approximate Age**	21 - 35 Years
High School	El Dorado	**Year Built**	1999
Lot Size/SqFt	1.2 Acres	**Acreage Range**	1.01 - 5 Acres
Sale/Rent/Auction	For Sale	**Number of Acres**	1.20

General Info

Level	Room Type	Dimensions	Floor
M	Master Bedroom	12x15	Carpet
M	Living Room	17'3"x25'	Wood
M	Kitchen	13'7"x14'5"	Tile

Display on Public Website	Yes	**Display Address**	Yes
VOW: Allow 3rd Party Comm	Yes	**VOW: Allow AVM**	Yes
Est. Completion Date			
Builder			

Schedule a Showing

Parcel ID 20015-008-167-25-0-20-01-028.
$/TFLA $102.20
$/AGLA $183.60
Legal Lot 7, Block 1, Kinder 1st Addition
Directions From N. Main, east on McCollum, north on Kacy Ct.
Old Total Baths

Features

APPLIANCES Dishwasher, Disposal, Microwave, Refrigerator, Range/Oven
BASEMENT FINISH 2 Bedroom, 1/2 Bath, 1 Bath, Bsmt Rec/Family Room, Bsmt Wet Bar
EXTERIOR AMENITIES Covered Patio, Covered Deck, Guttering, Irrigation Well, Sprinkler System, Storage Building(s), Storm Door(s)
NEIGHBORHOOD AMENITIES Golf Course, Jogging Path
INTERIOR AMENITIES Ceiling Fan(s), Closet-Walk-In, Hardwood Floors, Vaulted Ceiling, Window Coverings-All

ARCHITECTURE Ranch
EXTERIOR CONSTRUCTION Frame w/Less than 50% Mas
LOT DESCRIPTION Cul-de-Sac, Wooded
COOLING Central
KITCHEN FEATURES Eating Bar, Island, Pantry, Gas Hookup, Laminate Counters
MASTER BEDROOM Master Bdrm on Main Level, Master Bedroom Bath, Sep. Tub/Shower/Mstr Bdrm, Two Sinks
LAUNDRY Main Floor, Separate Room, Wash Sink
BASEMENT / FOUNDATION Full, Walk Out At Grade, View Out
OWNERSHIP Individual
WARRANTY No Warranty Provided
PROPERTY CONDITION REPORT Yes

FLOOD INSURANCE Unknown
ROOF Composition
HEATING Forced Air
FIREPLACE Two, Living Room, Family Room, Woodburning, Electric
DINING AREA Kitchen/Dining Combo
UTILITIES Sewer, Natural Gas, Public Water
GARAGE Attached, Opener, Side Load
POSSESSION At Closing
PROPOSED FINANCING Conventional, FHA, VA

Comments

Private Remarks

The pond is not located on this property. However, the owner of the pond has agreed to produce a written agreement that allows the buyer use of the pond.

COPY

Dale

From: tracycatlin88@gmail.com
Sent: Sunday, September 18, 2022 12:29 PM
To: dale.catlin@gmail.com
Subject: FW: Dec 17 2540 Kinder Dr. Rezoning Hearing

COPY

From: Jay Shivers <jshivers@eldoks.com>
Sent: Monday, December 14, 2020 8:19 AM
To: tracycatlin88@gmail.com
Subject: RE: Dec 17 2540 Kinder Dr. Rezoning Hearing

No problem at all. Would you still like me to forward your letter to the Planning Commission?

Jay Shivers, AICP
City Planner
City of El Dorado
(316) 321-9100 x156

From: tracycatlin88@gmail.com <tracycatlin88@gmail.com>
Sent: Monday, December 14, 2020 7:41 AM
To: Jay Shivers <jshivers@eldoks.com>
Subject: RE: Dec 17 2540 Kinder Dr. Rezoning Hearing

Kurt Bookout spoke to use yesterday about his plans and really laid out what he'd like for that area. We feel pretty comfortable that the area isn't going to be developed as the rezoning suggests.

Thank you very much for reaching out and responding.

Tracy Catlin

From: Jay Shivers <jshivers@eldoks.com>
Sent: Thursday, December 10, 2020 8:35 AM
To: tracycatlin88@gmail.com
Subject: Re: Dec 17 2540 Kinder Dr. Rezoning Hearing

Tracy,

Thanks for your letter. I hope I can address some of your concerns and help clarify what is happening. Mr. Bookout is looking to split part of his father-in-law's land to create a new lot for him to build a house. The current zoning (A-R) does not allow new lots less than 40 acres in size. I recommended rezoning to R-1 because it is our standard single-family zoning in El Dorado. This zoning will allow him to split the lot. I've had a number of conversations with Mr. Bookout over the last few months and he has never expressed intent to develop the property into a neighborhood. He has mentioned his interest in preserving the ponds and open space areas repeatedly. Additionally, from a professional standpoint, it would be prohibitively expensive to

Jay Shivers

From: KIMBERLY HOLEM <kimberjo68@hotmail.com>
Sent: Thursday, September 15, 2022 9:51 PM
To: Jay Shivers
Cc: johng@carlisleinc.net
Subject: Planning Commission Meeting

Mr. Shivers,

My name is Kimberly Holem. I live at 1335 McCollum Rd in ElDorado and have since 2006. I am writing concerning the rezoning
of 5.38 acres at Lot 3, Block 1, of the proposed Kinder Second Addition in Butler County, Kansas. I am against this rezoning and
building of homes on this pristine wildlife area. My son has grown up on this land and pond fishing and hunting wildlife for the past 16 years.
It would be a shame to introduce roads, lights, traffic, people, noise, runoff and infrastructure pollution to this area. This would change the quiet character
and safety of this lovely neighborhood our families have invested in. Invested in with the knowledge this area would never be developed,
I understand there are deed restrictions in place also that should be taken into account. Please consider our entire neighborhood's concerns. Thank you for your time.

Sincerely,
Kimberly Holem
316-323-4291
kimberjo68@hotmail.com
1335 McCollum Rd
El Dorado, Ks 67042

DEED RESTRICTION AND COVENANT AGREEMENT

INTENT OF THIS DEED RESTRICTION

When Tom and Karen Kinder purchased this property over four decades ago, they placed high value on maintaining the native species thriving on their new property. The Kinder home, built on the outskirts of El Dorado, has a scenic view of a very rare ecosystem, the Tallgrass Prairie. The property contains healthy populations of Big Bluestem, Little Bluestem, Indian grass, Switch grass and other plants typical of the tallgrass prairie. It is only with very deliberate efforts that this small section of Tallgrass Prairie remains. Annual or semi-annual burning keeps invasive woody species from choking out the native grasses that make up the Tallgrass Prairie. Tom and Karen Kinder value the aesthetics of the Tallgrass Prairie, as well as the wildlife that it attracts and provides habitat for. The intent of this deed restriction is to protect the integrity of the tallgrass prairie comprised in two properties described as Exhibit "A" and Exhibit "B", while simultaneously providing value to future landowners for the construction of a home. This deed restriction is also intended to provide continuity in the maintenance and any construction that takes place on the described properties, and thereby also protecting the property values of the property owners.

WHEREAS, TOM AND KAREN KINDER own certain property, which is described in Exhibits "A" (5.6 acres) and "B" (5.38 acres) surveyed and described by "Savoy Company, P.A. Land Surveyors.

AND WHEREAS, KURT AND KACY BOOKOUT intend to purchase the property described in Exhibit "A" and KODY KINDER intends to purchase the property described in Exhibit "B"

NOW, THEREFORE, the parties do agree to as follows:

1. Should any party receive a bona fide offer from a third part to purchase their interest in the property described in the attachments hereto, they may only do so after giving the other party of this agreement written notice of the same and the terms and conditions thereof at the addresses listed below. The other party to this agreement shall have thirty (30) days to exercise an option to purchase the property under the same terms and conditions, by doing so in writing and delivered to the addresses given below.

Rtn: Kurt Bookout
14407 Tipperary Cir.
Wichita, KS 67002

Kurt and Kacy Bookout
kacykim13@gmail.com
kurtbookout13@gmail.com

Kody Kinder
2540 Kinder Dr.
El Dorado, KS 67042

BUTLER COUNTY, KS
REGISTER OF DEEDS
Jacque Roberts
Book: 2021 Page: 5116
Receipt #: 158114
Pages Recorded: 6
Total Fees: $106.00
by: Jacque Roberts
Date Recorded: 5/17/2021 2:56:11 PM

REC
COMP
NUM

REGISTER OF DEEDS SEAL BUTLER COUNTY KANSAS

2. Buyer acknowledges and agrees that the Property shall be conveyed subject to a deed restriction, recorded at the Butler County Courthouse, Register of Deeds.

3. The owner of the Property shall not subdivide any interest they may own in the attached tracts.

4. The owners of the properties described in Exhibits "A" and "B" may build one single family home with one detached outbuilding or garage. The detached outbuilding or garage may not exceed 2000 square feet in size. No other buildings or mobile homes will be allowed.

5. Limitations on home color: Only earth tones are allowed for both the single family home and outbuilding. No pastel or bright colors are allowed.

6. No commercial buildings or businesses. An in-home business is allowed, however, no advertising signs or parking areas are allowed for an in-home business. No business is allowed that increases traffic.

7. No privacy fences, chain link or white picket fences allowed. Wrought iron type or split rail fences are allowed for the purpose of containing pets. Green, black or brown coated wire fencing may be attached to the inside of the fence to contain small pets. No kennels or dog runs are allowed.

8. Pets and Livestock - Up to four dogs are allowed as family pets. No commercial breeding is allowed. No aggressive dog breeds are allowed, such as, but not limited to, Staffordshire terriers and Rottweilers. No grazing livestock is allowed. Goats or other small domestic livestock are only allowed with written, notarized permission by the other property owner of Exhibit A or B.

9. Chickens and other fowl - Up to 10 chickens or fowl are allowed. The chicken coop or roosting quarters must follow the same color scheme as the home and outbuilding.

10. Property Maintenance - The intent is for the property owner to maintain all structures in full functional "like-new" condition. This includes paint, siding, roofing, gutters, shutters and any other appurtenances associated with the property. No outside storage of trash, old tires, equipment, vehicles, lawn equipment, unused fencing, pipes or other debris is allowed.

11. No lagoons will be allowed for treatment of domestic sewage waste. Only an advanced wastewater treatment system or septic tank with lateral lines will be allowed.

12. No overhead power lines or utility poles will be allowed. Only underground electric service for utilities, including cable and phone, will be allowed.

13. Windmill – The windmill and well were constructed for the purpose of maintaining water levels in the pond. This purpose will continue and all expenses to maintain the well and windmill in good working condition, will be the responsibility of property owner "A". The windmill will be kept running unless severe weather requires it to be temporarily shut down.

14. Pond Access – Property owner "B" will have access to the pond for the purpose of fishing and general recreation. No hunting, alterations of the pond, shoreline, or vicinity are allowed.

15. Maintenance of Tallgrass Prairie – Both property owners agree to maintain the integrity of the Tallgrass Prairie ecosystem by prescribed burning at least every other year. Any woody invasive species that survive the prescribed burning will be cut and stumps chemically treated to remove the invasive species.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 5th day of May, 2021.

By: Tommy Kinder By: Karen R. Kinder

Tommy Kinder aka Tom Kinder Karen R. Kinder

STATE OF KANSAS) COUNTY OF BUTLER SS.

The foregoing instrument was acknowledged before this 5th day of May 2021,

2021 by Tommy Kinder aka Tom Kinder and Karen R. Kinder.

Renee A. Scanlon

Notary Public - Renee A. Scanlon My Appointment Expires 1/19/2024

RENEÉ A. SCANLON
Notary Public - State of Kansas
My Appt. Expires 1-19-2024

Savoy Company, P.A.
Land Surveyors
www.savoyco.com

Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
Fax. (316) 265-0275

El Dorado, Kansas
120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

KINDER-BOOKOUT PROPERTY

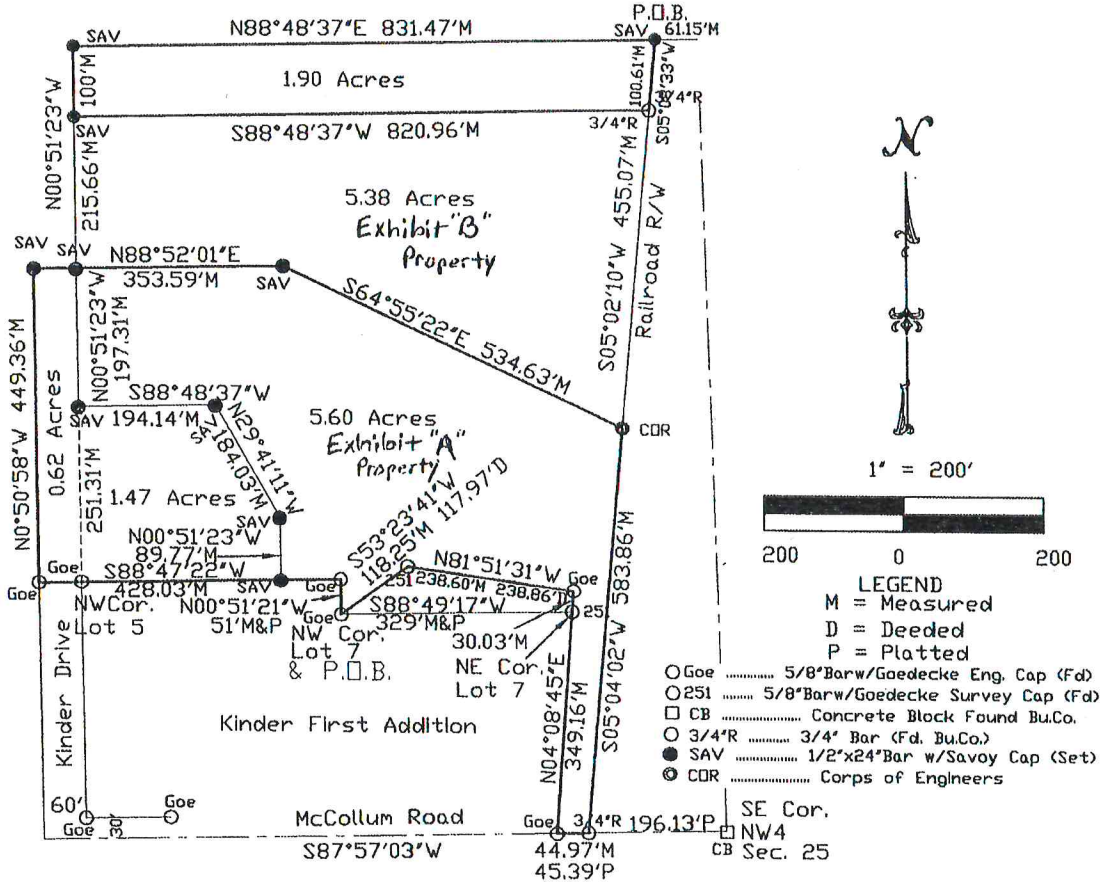


Exhibit "A"

Book: 2021 Page: 5116
Page#5

Savoy Company, P.A.
Land Surveyors
www.savoyco.com

Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
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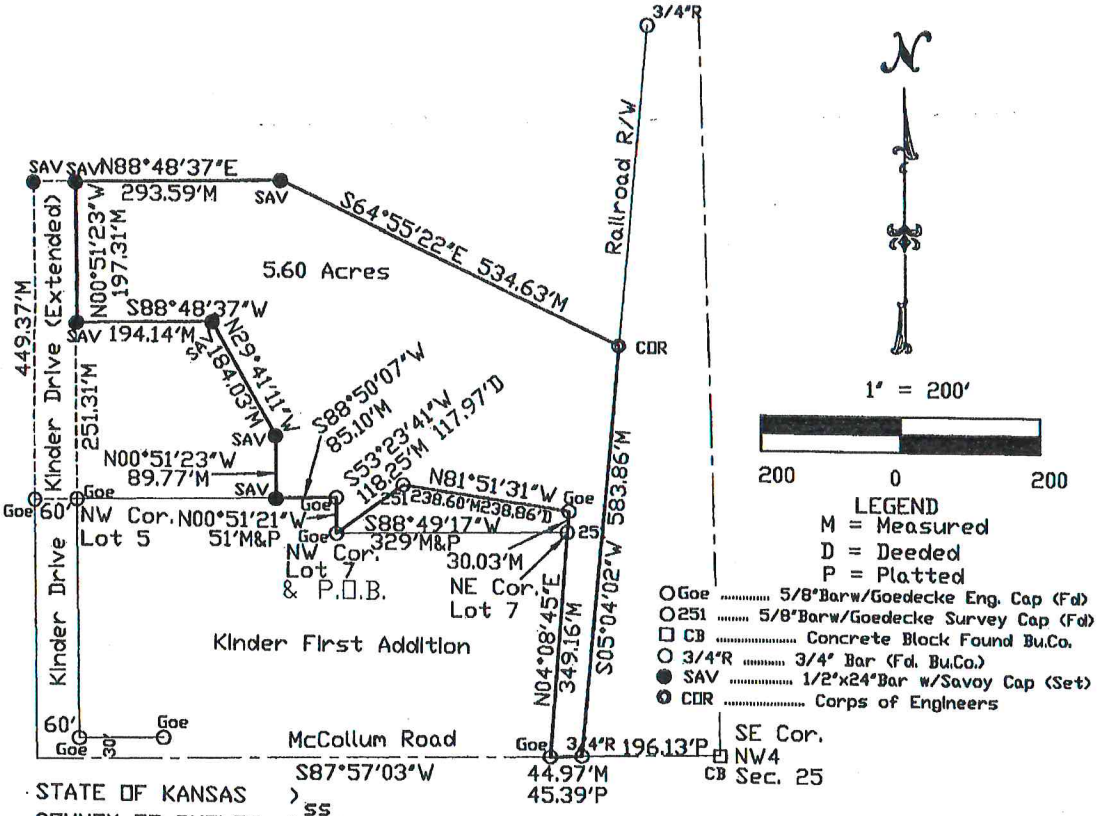
El Dorado, Kansas
120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

LOT SPLIT FOR KURT BOOKOUT

Part of the NW4 Section 25-25-5E



STATE OF KANSAS)
) ss
COUNTY OF BUTLER)

We, Savoy Company P.A., Surveyors in aforesaid County and State, do hereby certify that under the supervision of the undersigned, we did on this 18th day of September, 2020, perform a survey of the following described tract: Beginning at the Northwest corner of Lot Seven (7) Block One (1) of Kinder First Addition to the City of El Dorado, Kansas; thence N00°51'21"W, (bearings taken from NAD83 Kansas South Zone), a distance of 51 feet to the Northeast corner of Lot Six (6) of said Block One (1); thence S88°50'07"W, a distance of 85.10 feet; thence N00°51'23"W, a distance of 89.77 feet; thence N29°41'11"W, a distance of 184.03 feet; thence S88°48'37"W, a distance of 194.14 feet to the East line of Kinder Drive extended North; thence N00°51'23"W, along said East line, a distance of 197.31 feet; thence N88°48'37"E, a distance of 293.59 feet; thence S64°55'22"E, a distance of 534.63 feet to a point on the western Railroad Right-of-way; thence S05°04'02"W, a distance of 583.86 feet to a point on the South line of the Northwest Quarter (NW4) of Section 25, Township 25 South, Range 5 East of the Sixth Principal Meridian in Butler County, Kansas; thence S87°57'03"W, a distance of 45.39 feet; thence N04°08'45"E, a distance of 349.16 feet; thence N81°51'31"W, a distance of 238.86 feet; thence S53°23'41"W, a distance of 117.97 feet to the Point of Beginning. Said tract contains 5.60 Acres.

October 28, 2020

Roger L. Cutsinger P.S.805

ROGER L. CUTSINGER REGISTERED 10-28-20 LS-805 KANSAS LAND SURVEYOR

STATE OF KANSAS)
) ss
COUNTY OF BUTLER)

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2020

Michael Work, P.S. 1160
Butler County Surveyor
Project No. 20I00901

Exhibit "B"

Savoy Company, P.A.
Land Surveyors
www.savoyco.com

Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
Fax. (316) 265-0275

El Dorado, Kansas
120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

LEGAL DESCRIPTION FOR KURT BOOKOUT

Commencing at a point on the South line of the Northwest Quarter (NW4) of Section 25, Township 25 South, Range 5 East of the Sixth Principal Meridian in Butler County, Kansas, said point being 196.13 feet West of the Southeast corner of said Northwest Quarter (NW4) and on the Western Railroad Right-of-way; thence Northeasterly along said Railroad Right-of-way, a distance of 583.86 feet to the Point of Beginning; thence N64°55'22"W, a distance of 534.63 feet; thence S88°52'01"W, a distance of 293.59 feet to a point on the East Right-of-way of Kinder Drive extended to the North; thence N00°51'23" W, a distance of 215.66 feet; thence N88°48'37"E, a distance of 820.96 feet to a point on said Western Railroad Right-of-way; thence S05°02'10"W, along said Right-of-way, a distance of 455.07 feet to the Point of Beginning. Said tract contains 5.38 Acres.

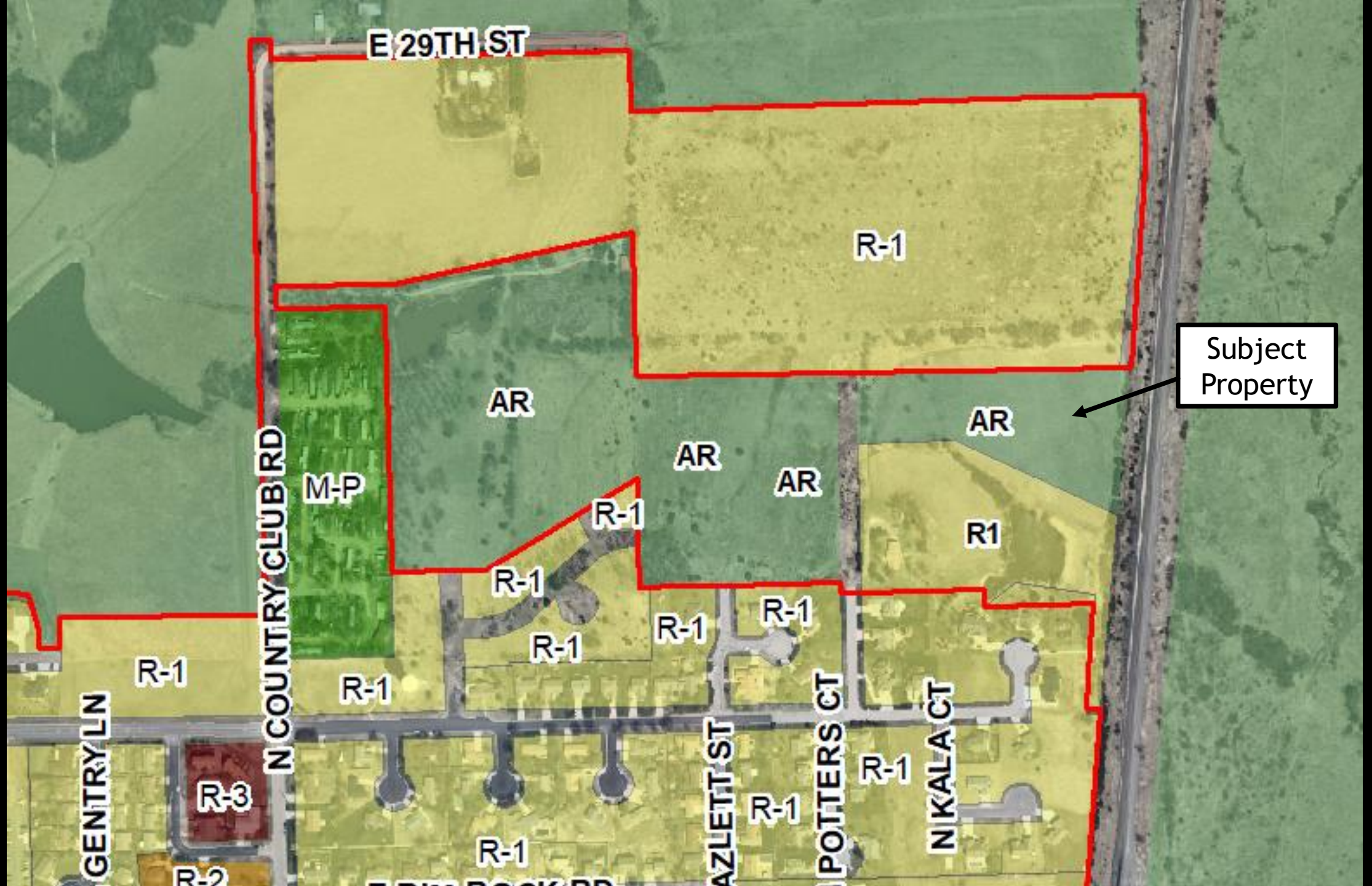
ROGER L. CUTSINGER
REGISTERED
3-25-22
LS-805
KANSAS
LAND SURVEYOR
Roger L. Cutsinger

Planning Commission

City of El Dorado

September 22nd, 2022

6:30pm


E 29TH ST
R-1
Subject Property
AR
AR
AR
AR
M-P
N COUNTRY CLUB RD
R-1
R-1
R-1
R-1
R-1
R-1
R-1
R1
R-1
R-1
R-1
R-3
R-2
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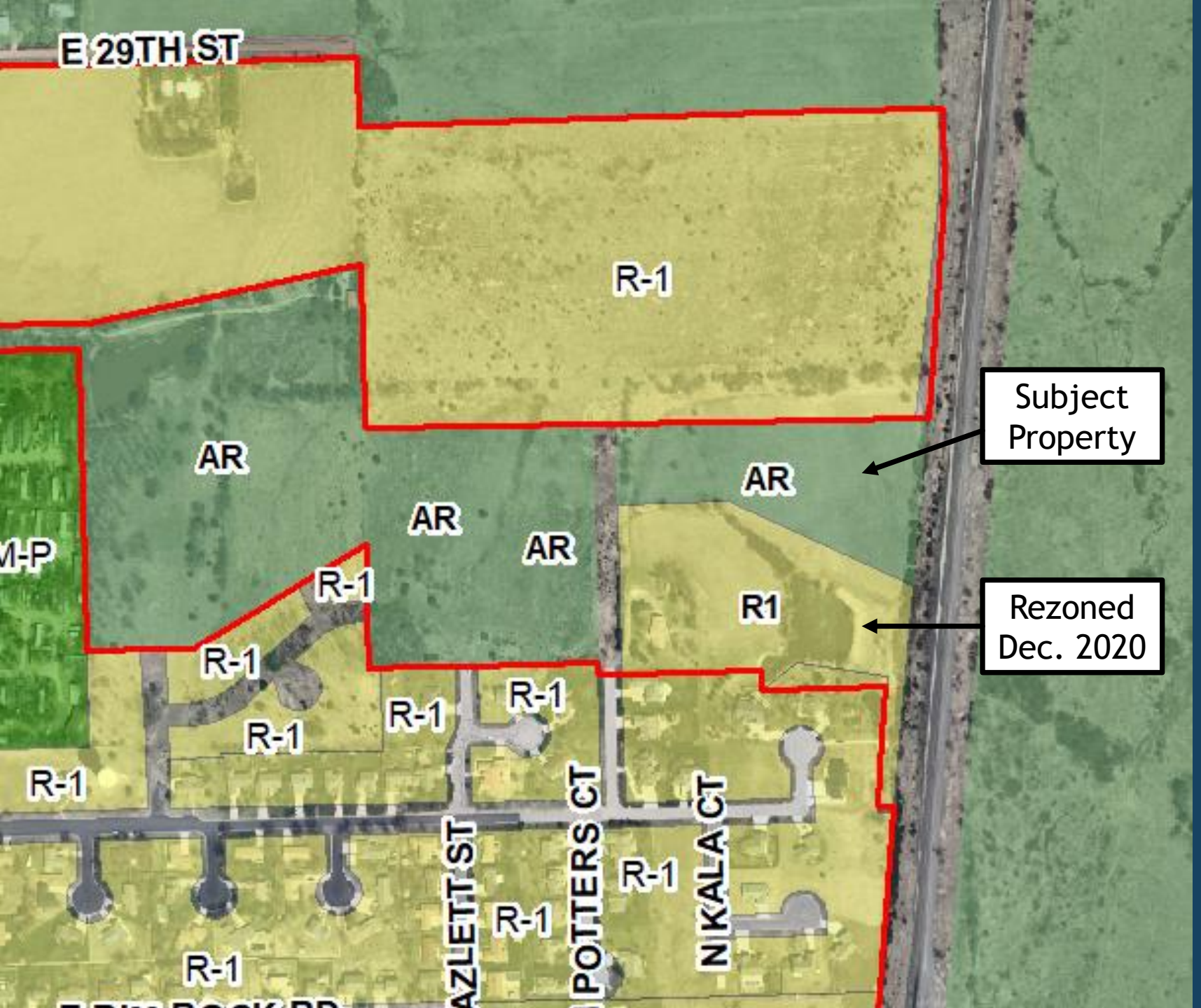
R-1
GENTRY LN
AZLETT ST
POTTERS CT
N KALA CT

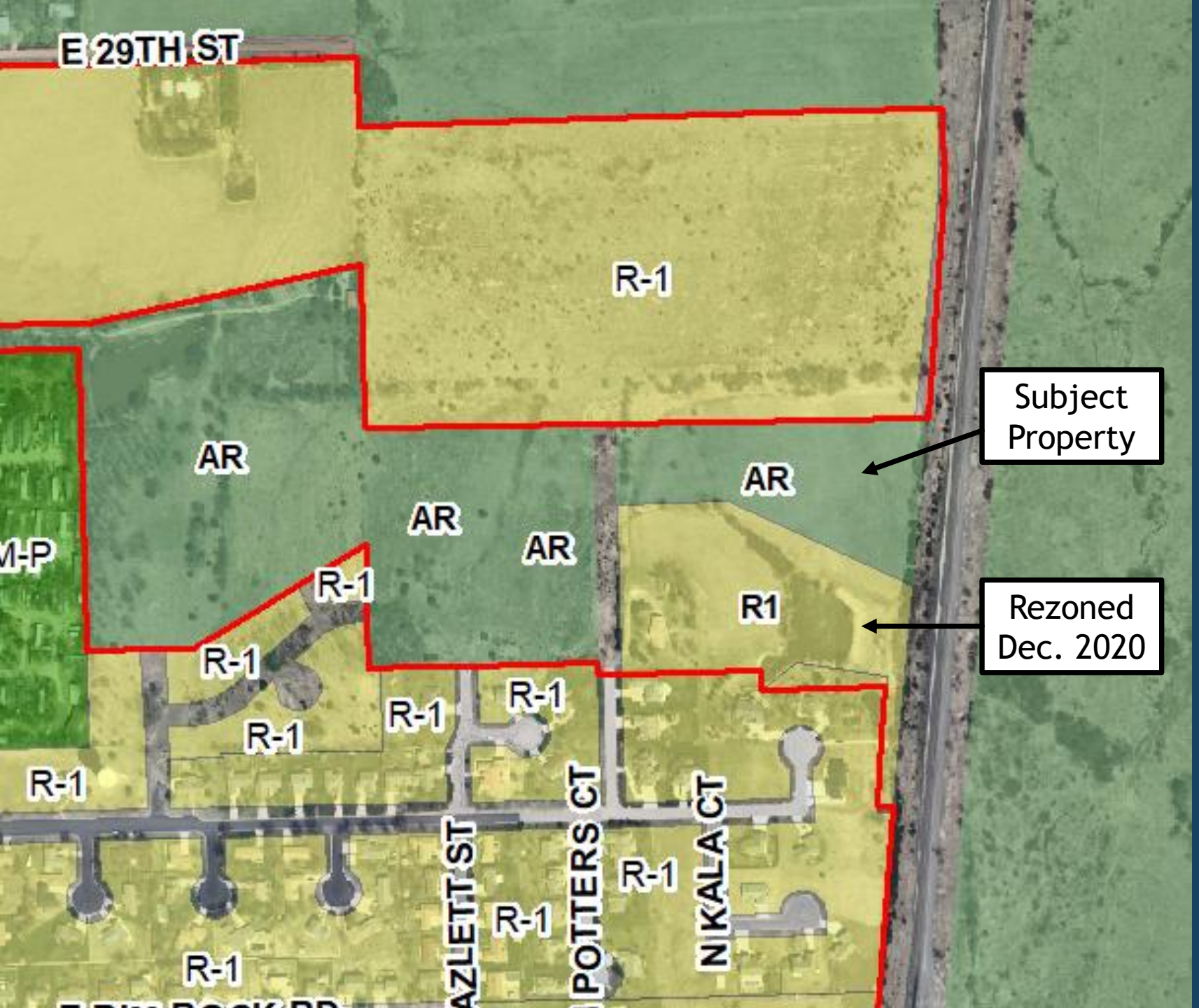


Current Zoning:
A-R Agricultural Residential

Allows livestock, crops, campgrounds, parks and recreation, single-family dwellings, large animal veterinary services

Land used for agricultural uses outside city limits are exempt from zoning ordinance requirements.

Minimum lot size: 40ac



Proposed Zoning:
R-1 Low Density Residential

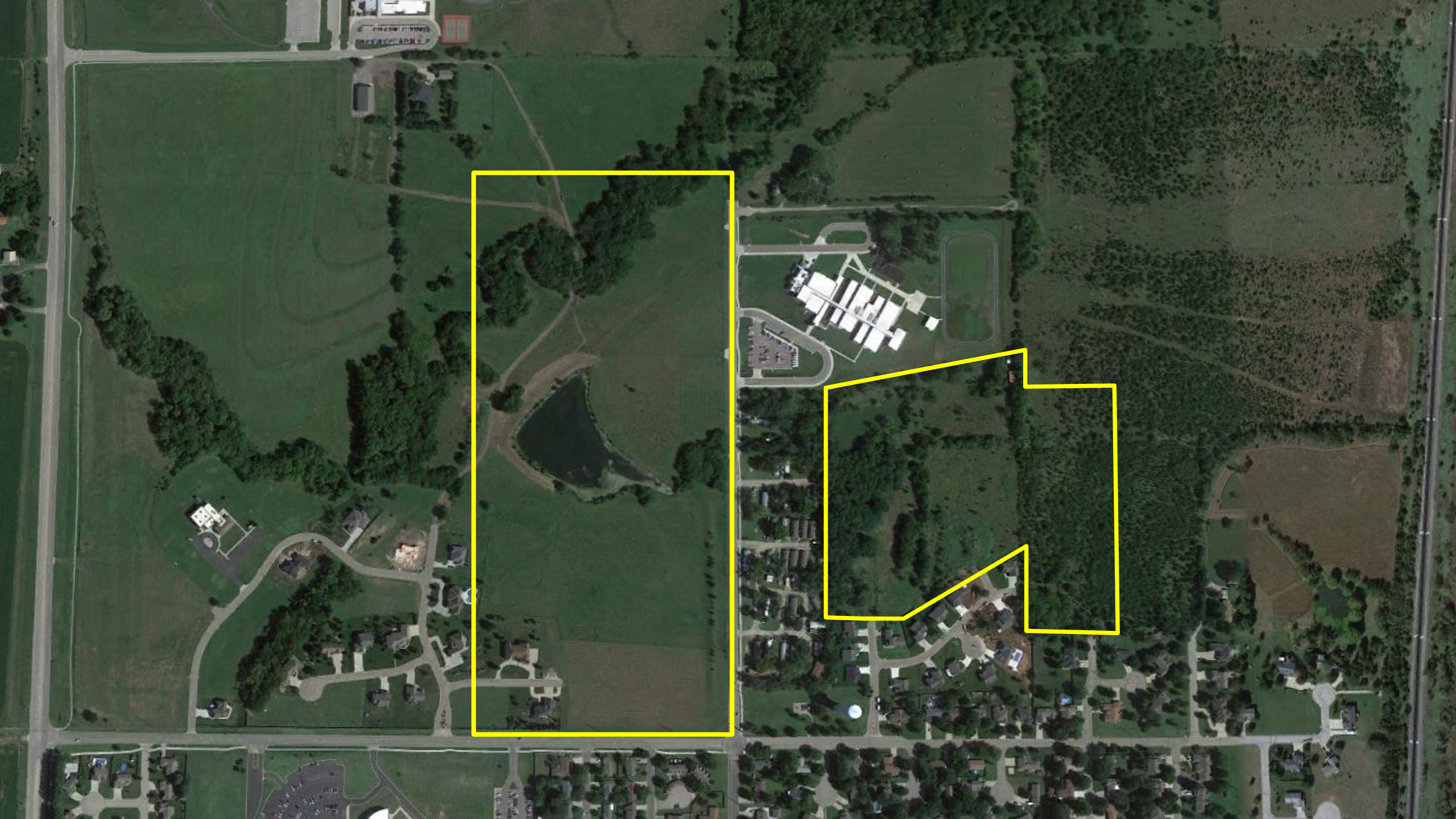
Allows single-family dwellings, day care homes, parks and recreation.

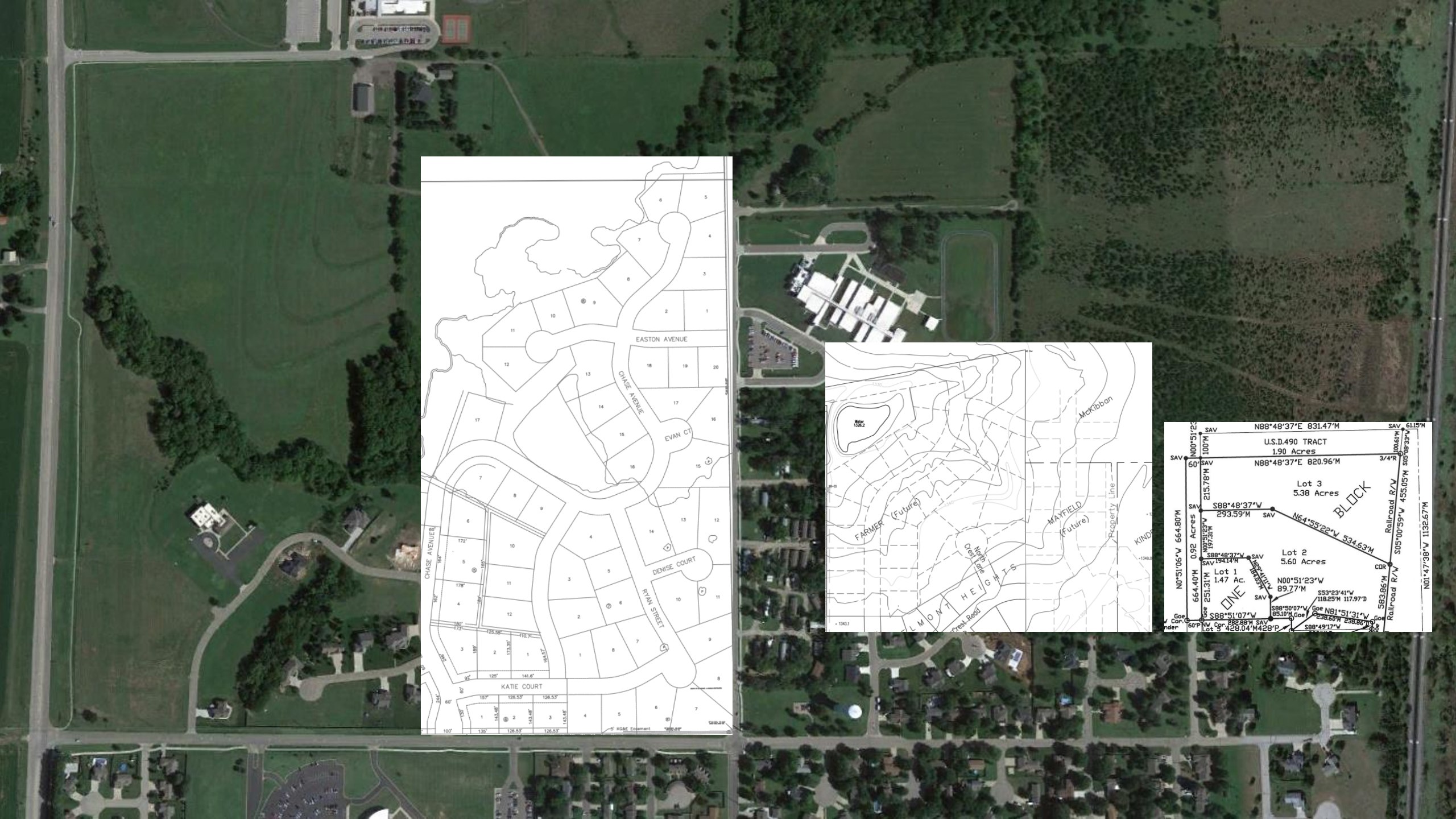
R-1 + Special Use Permit

Allows accessory apartments, educational institutions, golf course/country clubs, public assembly venues, cemetery/mausoleums

Minimum lot size:8,000sq.ft.

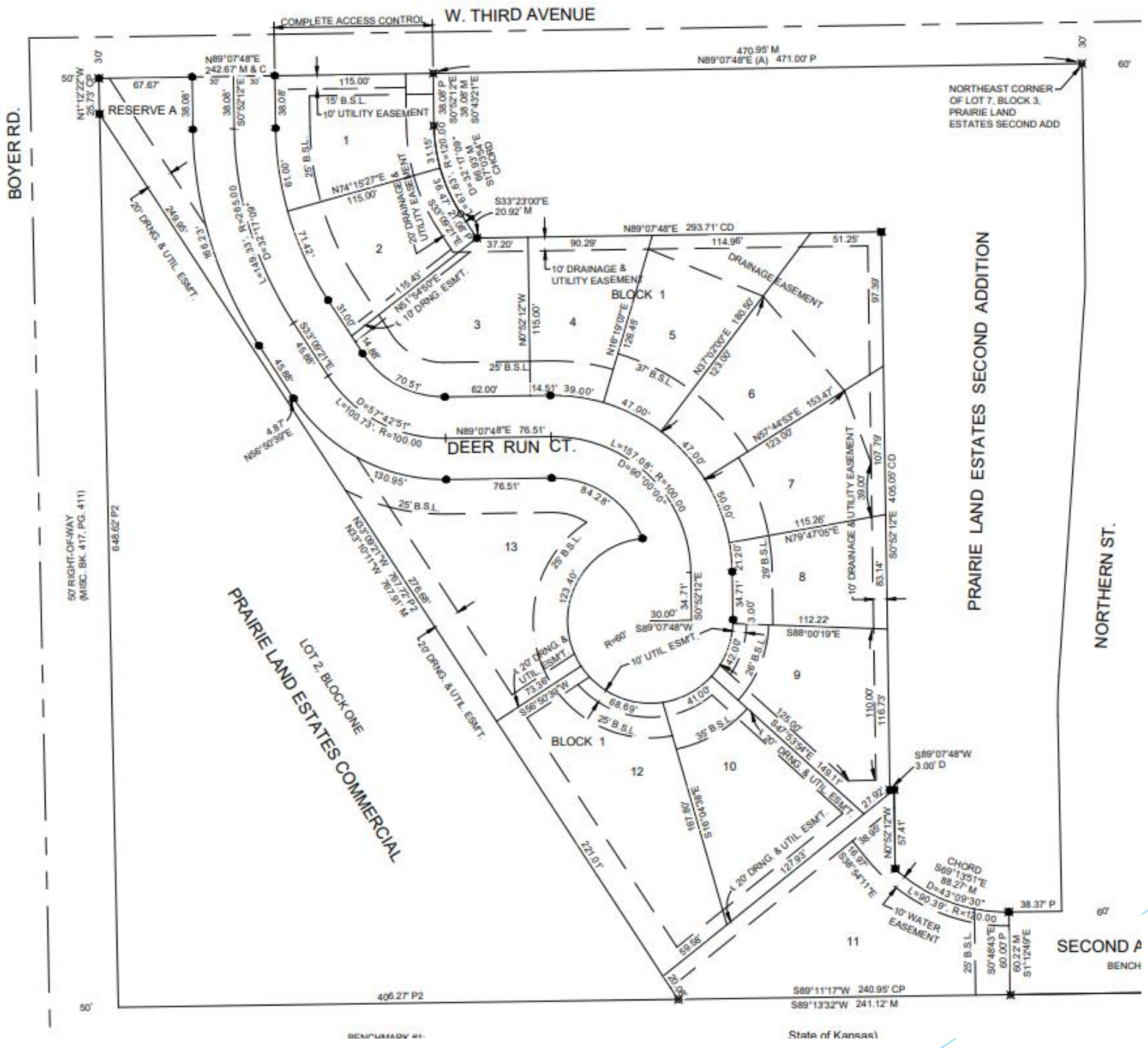
Low Density Residential
Neighborhood Mixed Use
Subject Property




EASTON AVENUE
CHASE AVENUE
EVAN CT
CHASE AVENUE
DENISE COURT
RYAN STREET
KATIE COURT
FARMER (Future)
MAYFIELD (Future)
McKibbon
Property Line
North Crest Line
L M O N T H E I G H T S
N88°48'37"E 831.47'M
U.S.D.490 TRACT
1.90 Acres
N88°48'37"E 820.96'M
Lot 3
5.38 Acres
BLOCK
S88°48'37"W
293.59'M
N64°55'22"W 534.63'M
Railroad R/W
Lot 2
5.60 Acres
Lot 1
1.47 Ac.
N00°51'23"W
89.77'M
S88°51'07"W
282.88'M
N81°51'31"W
238.86'M
S88°49'17"W
428.04'M
583.86'M
664.40'M
0.92 Acres
N0°51'06"W
215.78'M
251.31'M
ONE
N00°51'23"W 1132.67'M

Deer Run 2nd Addition Plat

- Re-plat of Deer Run Addition, approved in 2021.
- Adjust east property line along Lots 6, 7, 8, and 9 by three feet.
- Adds water line easement along Lot 11.
- All other lots, easements, and right-of-way remain the same.


W. THIRD AVENUE
COMPLETE ACCESS CONTROL
BOYER RD.
NORTHERN ST.
PRAIRIE LAND ESTATES SECOND ADDITION
PRAIRIE LAND ESTATES COMMERCIAL
DEER RUN CT.
RESERVE A
BLOCK 1
LOT 2, BLOCK ONE
NORTHEAST CORNER OF LOT 7, BLOCK 3, PRAIRIE LAND ESTATES SECOND ADD
50' RIGHT-OF-WAY (MISC. BK. 417, PG. 411)
10' UTILITY EASEMENT
10' DRAINAGE & UTILITY EASEMENT
20' DRNG. & UTIL. ESMT.
10' UTIL. ESMT.
10' WATER EASEMENT
DRAINAGE EASEMENT
15' B.S.L.
25' B.S.L.
37' B.S.L.
35' B.S.L.
29' B.S.L.
26' B.S.L.
N89°07'48"E 242.67' M & C
470.95' M
N89°07'48"E (A) 471.00' P
N89°07'48"E 293.71' CD
S33°23'00"E 20.92' M
N74°15'27"E
S89°07'48"W
S89°11'17"W 240.95' CP
S89°13'32"W 241.12' M
406.27' P2
648.62' P2
CHORD S69°13'51"E 88.27' M
D=43°09'30" L=90.39' R=120.00
D=57°42'51" L=100.73' R=100.00
L=157.08' R=100.00 D=90°00'00"
S33°09'21"E 45.88'
N56°50'39"E 4.87'
N53°09'21"W 767.77' P2
N53°10'11"W 767.91' M
S16°04'39"E 167.89'
S36°54'11"E 127.93'
S47°53'54"E 148.11'
S88°00'19"E 112.22'
S79°47'05"E 115.26'
N37°00'00"E 180.60'
N57°44'53"E 153.47'
N16°19'07"E 126.49'
N51°54'50"E 115.43'
S0°52'12"E 405.05' CD
S0°43'21"E 38.08' P
S0°52'12"E 38.08' M
N0°52'12"W 115.00'
N1°12'22"W 25.73' CP
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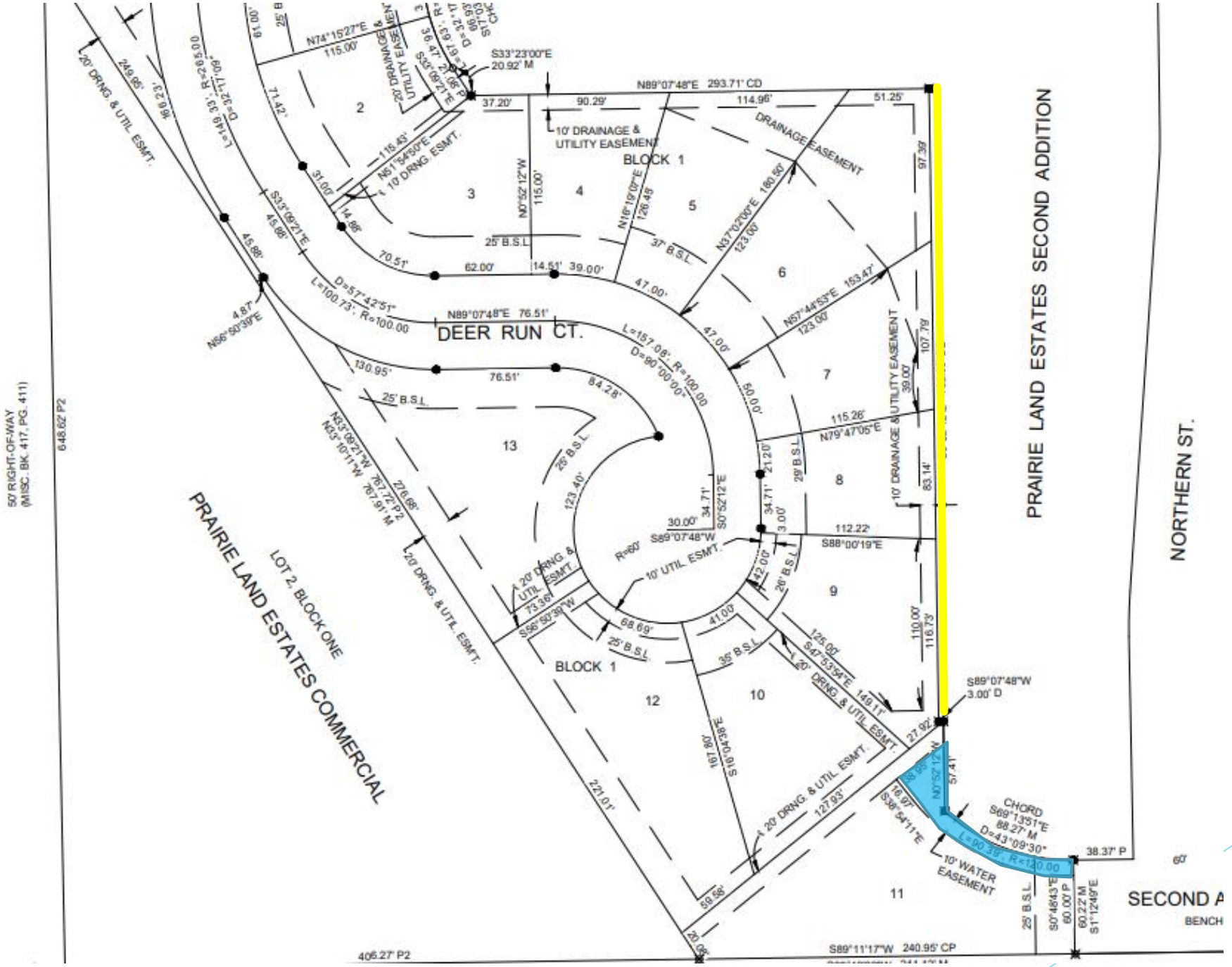
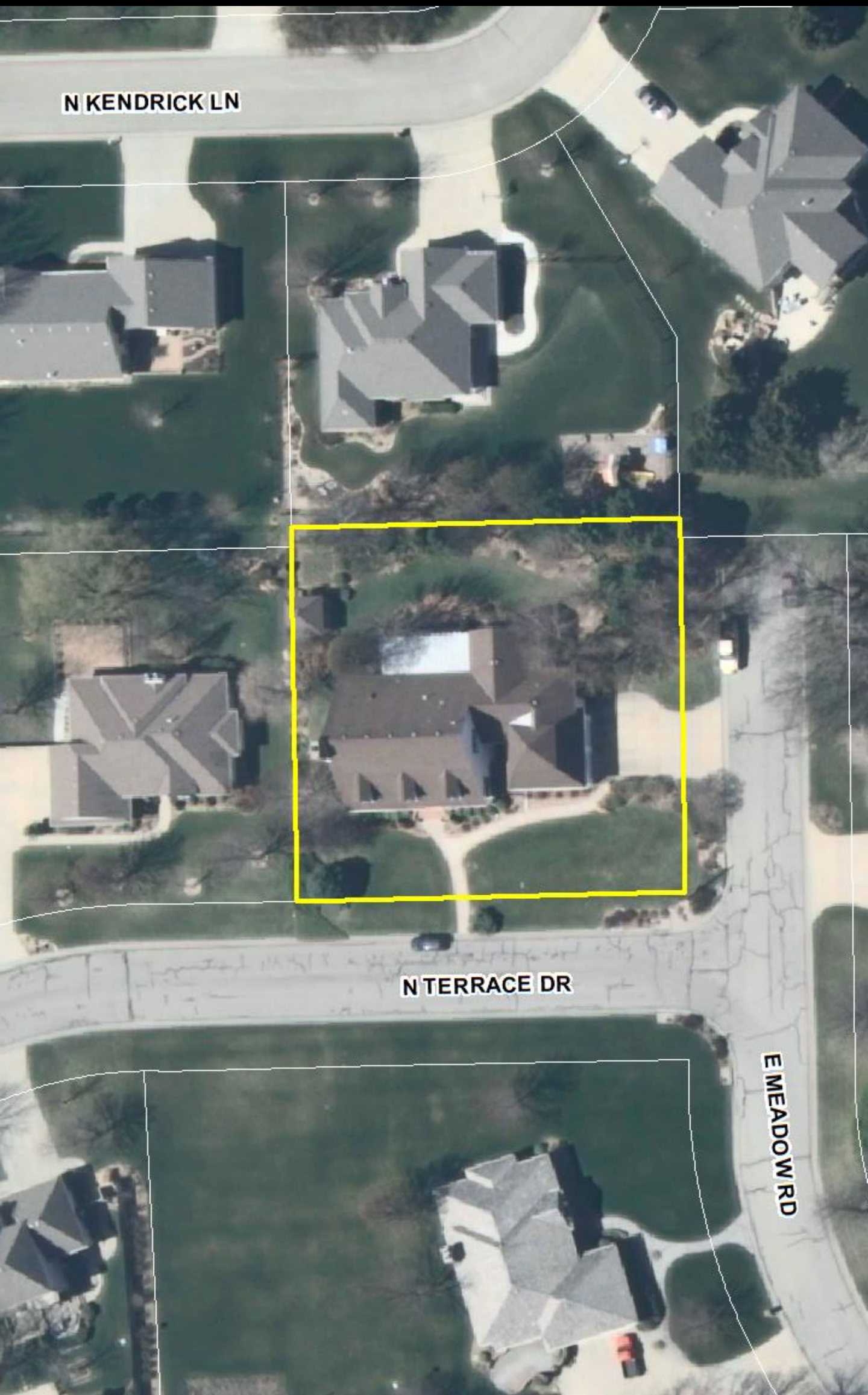

DEER RUN CT.
BLOCK 1
PRAIRIE LAND ESTATES SECOND ADDITION
PRAIRIE LAND ESTATES COMMERCIAL
LOT 2, BLOCK ONE
NORTHERN ST.
50' RIGHT-OF-WAY (MISC. BK. 417, PG. 411)
648.62' P2
406.27' P2
S89°11'17"W 240.95' CP
N89°07'48"E 293.71' CD
N89°07'48"E 76.51'
S89°07'48"W 3.00' D
10' DRAINAGE & UTILITY EASEMENT
DRAINAGE EASEMENT
10' UTIL. ESMT.
10' WATER EASEMENT
20' DRNG. & UTIL. ESMT.
CHORD S69°13'51"E 88.27' M
D=43°09'30" L=90.39' R=120.00
38.37' P
60'
SECOND A
BENCH


N KENDRICK LN
N TERRACE DR
E MEADOW RD

ORDINANCE NO. G-____

AN ORDINANCE ZONING CERTAIN LAND IN THE CITY OF EL DORADO, KANSAS, EXTRATERRITORIAL JURISDICTION R-1 LOW DENSITY RESIDENTIAL DISTRICT AND AMENDING THE ZONING MAP OF THE CITY

WHEREAS, an application has been filed with the El Dorado Planning Commission requesting rezoning of certain land from A-R Agricultural Residential District to R-1 Low Density Residential District;

WHEREAS, on the 20th day of September, 2022, the Butler County Commission reviewed the rezoning application and voted to recommend approval, and;

WHEREAS, on the 22nd day of December, 2022, 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 approve the rezoning;.

WHEREAS, it is determined by the Governing Body of the City of El Dorado, Kansas, that certain property located within the City's Extraterritorial Jurisdiction should be zoned;

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

Section 1: The following property should be and is zoned R-1 Low Density Residential District:

Lot 3, Block 1, Kinder Second Addition

Section 2: The Governing Body hereby directs that the City Zoning map be amended to conform herewith.

Section 3: This Ordinance shall take effect and be in full force from and after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of El Dorado, Kansas, and

APPROVED by its Mayor, this 17th day of October, 2022.

_____
Bill Young, Mayor

ATTEST:

_____

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

_____

Ashlyn Lindskog, City Attorney

EL DORADO
KANSAS

PLANNING COMMISSION MINUTES - DRAFT
September 22nd, 2022
6:30p.m.

1. CALL TO ORDER & ROLL CALL

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

Members Present:
Steve Fellers
Lawrence Fischetti
Scott Hackler
Tony Nichols
David Stewart

Staff Present
Jay Shivers

Others Present

John Grange	2515 Kacy Ct.
Nancy Grange	2515 Kacy Ct.
Dave Shaw	2510 Kinder Dr.
Tracy Catlin	2520 Kacy Ct.
Dale Catlin	2520 Kacy Ct.
Annette Johnson	1345 McCollum Rd.
Dawnita Reinhardt	1345 McCollum Rd.
Sue Flowers	2520 Kinder Dr.
Cindy Koehler	2530 Kinder Dr.
Kevin Koehler	2530 Kinder Dr.

2. APPROVAL OF MINUTES

Commissioner Fellers moved to accept the minutes of the March 3rd, 2022, meeting as presented, seconded by Commissioner Nichols. The motion passed (5-0).

3. NEW BUSINESS

ITEM NO. 1 – CASE NO. 22-04-REZ: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST TO REZONE APPROXIMATELY 5.38 ACRES AT THE NORTH END OF N. KINDER DRIVE FROM A-R AGRICULTURAL RESIDENTIAL DISTRICT TO R-1 LOW DENSITY RESIDENTIAL DISTRICT.

A. Presentation of Request

Jay Shivers provided an overview of the request and staff memo. The applicant is requesting the zoning in order to create a new 5.38-acre platted lot to build a house on. The current zoning, A-R, has a 40 acre minimum lot size. Mr. Shivers said the property to the south was rezoned to R-1 in December of 2020. Mr. Shivers explained the proposed zoning allows single-family residential, which is consistent with land uses and zoning in the area. Mr. Shivers also said the city was moving northward and expected more residential development in this area in the future.

Roger Cutsinger, representing the applicant, said the applicant would like to build a home. They have submitted a plat with three lots: one for the parents, his sister, and his own.

Mr. Shivers added that the Butler County Commission reviewed the request on September 20th and voted to recommend approval of the rezoning.

B. Public Hearing

Chairman Stewart opened the public hearing. John Grange, 2515 Kacy Ct., wrote a letter on behalf of neighbors. He has issues because of the beauty of the area. The area is used exclusively by neighbors for relaxation and has wildlife passing through and the cross country team runs around it. He does not want to see houses brought in to the area. Mr. Grange said the applicant cleared some trees without notifying anyone, including some trees on the USD 490 property without their permission. He asked to deny the rezoning request. Mr. Grange said they want to see a plan and get an idea what is going on.

Chairman Stewart asked Mr. Grange to show the Planning Commission where his property is located on the tv screens.

Tom Kinder, 2540 Kinder Drive, introduced himself as the Kody Kinder's (the applicant) father. He didn't plan to speak. He bought the land around 40 years ago and tried to improve the land and take care of the wildlife. Mr. Kinder wants his daughter and son to both have houses on his property. He developed the other areas (to the south) years ago. There is no reason two houses will hurt any of it.

Chairman Stewart asked Mr. Kinder to show the Planning Commission where his property is located on the tv screen.

Tracy Catlin, 2520 Kacy Ct., said she is a teacher in Wichita. She moved to El Dorado two years ago. She said Kurt Bookout said nothing would be built behind them. The idea that nothing would be built was their driving force to purchase the property. She said the wildlife is phenomenal. They live on the edge of country and city. If houses come in and the wildlife go away they will lose the reason they moved to El Dorado. Ms. Catlin showed her property location on the map.

Commissioner Fellers asked if she had anything in writing regarding what Kurt Bookout said. Ms. Catlin said it was not part of the contract, nothing in writing.

Chairman Stewart said they received her letter.

There being no one else to speak, Chairman Stewart closed the public hearing.

C. Discussion by Planning Commission

Commissioner Nichols asked about rezoning from A-R to R-1 and if one house could be built. Mr. Shivers said they are also going through the platting process to formally create a lot. He said R-1 allows one home per lot. Mr. Kinder has submitted a plat that creates one new lot. Mr. Shivers also said the platting process can be used to create a traditional subdivision, with many lots, right-of-way, and easements.

Commissioner Hackler asked about the city limits shown on the map. Mr. Shivers said the property to the north and northwest is owned by the school district. Mr. Shivers said the code used to automatically rezone all annexed land to R-1. He said the City changed that due to having jurisdiction outside city limits, no land is automatically rezoned upon annexation.

Chairman Stewart asked Mr. Cutsinger if there are any covenants or restrictions. Mr. Cutsinger said the only ones he found are for Kinder 1st Addition to the south.

Commissioner Fischetti asked if the right-of-way dedication will open up the property to the north for development. Mr. Shivers said it could in the future, but the city isn't planning to annex the subject property or extend utilities at this time. He said if the school district wanted to develop the property to the north, the right-of-way dedication could be one of a couple options.

Commissioner Hackler asked about the rezoning in 2020 for Tom Kinder's house and if it's the only home on the property. Mr. Shivers said Kurt Bookout has created a lot through the lot split process. He needed a rezoning to R-1 to create the lot.

Chairman Stewart asked about public notification. Mr. Shivers said he initially notified property owners within 200 feet. He said he realized the property is just outside city limits and sent letters to all property owners within 1,000 feet.

Chairman Stewart asked if staff is aware of any citations or stop-work orders. Mr. Shivers said he's not aware of any code violations or illegal activity. He spoke with Mr. Kinder earlier in the year about the process for getting a building permit.

Chairman Stewart asked if the city has been contacted by the school district about work on their property. Mr. Shivers said they have not.

Chairman Stewart said he contacted the school district and they are not aware of any disruption to their property.

Commissioner Fellers said he is familiar with that property and recently went there to take a look. Commissioner Fellers said he didn't notice anything.

Commissioner Hackler asked if the school has shared future plans for the property. Mr. Shivers said he is not aware of any plans.

Chairman Stewart asked if staff are aware of any regulations on the cutting of trees. Mr. Shivers said there's no regulation in the city, but cannot speak for the county. Chairman Stewart said he's not aware of any required permits.

Chairman Stewart asked the same of grading and clearing. Mr. Shivers said nothing special is required for a house-sized site.

Chairman Stewart said one letter mentioned concerns about cost of infrastructure. Mr. Shivers said every project will have different utility requirements. City Engineer could speak to how costs are spread but could not attend the meeting.

Chairman Stewart asked about the proposed right-of-way on the plat. Mr. Cutsinger said the street would not be built until a subdivision is built in the area.

Commissioner Fellers said he is sympathetic, understands people don't like change. He said the Comprehensive Plan talks about housing and came up with two sentences to support his decision: zoning decisions must be based on the best interest of the entire community. He said he understands concerns and would object if here were in the audience. He said he will vote for the rezoning.

Chairman Stewart said the property is surrounded by R-1 on each side, north and south. He said the remaining. He said existing R-1 properties, eight to 10 acres plus, could be a buffer between subject property and those at the meeting. He is having a hard time appreciating the hardship. The entire residential development to the south was just a few decades ago the same tallgrass prairie as the subject property. Chairman Stewart supports private property rights, not sure R-1 is an unusual request for the property owner to enjoy their land.

Commissioner Nichols said he understands concerns, hopes Mr. Kinder continues to take care of the land if rezoning is approved. He said it's not an off the wall request.

Commissioner Fischetti said the houses will probably be closer to Kinder Drive and not obstruct the view too much and he agrees with the other comments.

Commissioner Hackler asked how much land Tom Kinder owns on the west side of the road. Mr. Shivers said Tom Kinder said around four acres. Commissioner Hackler said he sees to the west existing roads that are purposely dead-ended purposely waiting to go into the A-R area. He said 10 years from now it will probably be a subdivision. What is proposed north of Tom Kinder's property is going to be big lots, wildlife probably won't change much.

Kody Kinder, applicant, said he clear cut some of property because of fire danger. He said property is five acres but only about 3 acres were open. The grass is three to four feet high. He said his family has put building materials like pipes and bricks over the years on the school property in the trees, he said he cleared his property and part of the school property so he could clear out the trash.

Chairman Stewart said he talked to the school district, they said debris, etc., had accumulated over the years and they are now satisfied.

D. Motion

Commissioner Fellers move to recommend approval of Case No. 22-04-REZ, an application by Kody Kinder to rezone 5.38 acres at the north end of Kinder Drive from A-R Agricultural Residential District to R-1 Low Density Residential District, for reasons stated in the staff recommendation and heard at this public hearing, seconded by Commissioner Nichols.

Roll Call Vote:

Commissioner Fellers	Y
Commissioner Fischetti	Y
Commissioner Hackler	Y
Commissioner Nichols	Y
Chairman Stewart	Y

The motion passed (5-0). Mr. Shivers said the application would go to the October 17th City Commission meeting.

ITEM NO. 2 – CASE NO. 21-01-PLAT: CONSIDERATION OF THE FINAL PLAT OF DEER RUN 2nd ADDITION.

A. Presentation of Request

Mr. Shivers said the plat adjusts a property line on the original plat. The plat also adds a waterline easement.

Will Clevenger, Garver, is available for questions. Chairman Stewart asked if the original plat was recorded. Mr. Clevenger said it was. Mr. Shivers said the waterline easement was going to be recorded by separate instrument but decided to add it to the plat.

Mr. Clevenger said the previous property owner's deed said they owned everything on the original plat. It was incorrect. It was missed in the chain of title.

B. Discussion by Planning Commission

No further discussion.

C. Motion

Commissioner Hackler moved to approve Deer Run 2nd Addition as presented, seconded by Commissioner Nichols.

Roll Call Vote:

Commissioner Fellers	Y

Commissioner Fischetti	Y
Commissioner Hackler	Y
Commissioner Nichols	Y
Chairman Stewart	Y

The motion passed (5-0)

ITEM NO. 3 – CASE NO. 22-01-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT FOR AN EIGHT-FOOT FENCE AT 1859 N. TERRACE ROAD.

The Planning Commission did not have a quorum for this item. It will be heard at the following meeting.

4. OLD BUSINESS

5. STAFF ITEMS

Commissioner Fellers proposed the idea of moving up the Planning Commission meeting time to 5:30, same as the City Commission. Mr. Shivers said there are not set times in by-laws or regulations. The code says it is up to the Planning Commission to determine meeting time. The Planning Commission determined 5:30 will work for members present and asked Mr. Shivers to reach out to the absent members. If those members are in favor, the next meeting will be at 5:30pm.

6. ADJOURNMENT

The meeting adjourned at 7:30pm.

TO: City Commission
FROM: Brad Meyer, Public Works Director
SUBJ: Access Road and Parking Lot Improvement Project at Captain Jack Thomas Memorial Airport
DATE: October 12, 2022

Background:
This project will be for the removal and replacement of the entry road and parking lot at the El Dorado Airport. The road and base have been rehabbed many times over the past 20 years, but it is time for a complete removal and reconstruction from the base up.

Project Schedule:
The project will begin in 2023.

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:
Olsson Contract.

Policy Issue:
The City Commission must decide if the airport project should be completed as presented.

Alternatives:
1. Approve the project as presented.
2. Request further information or changes to the project from staff.
3. Decline the project.

Fiscal Impact:
The total cost of the project is $690,000. This project is an FAA approved project and will be funded 90% from the FAA and 10% from the Airport Fund. The airport has sufficient funds available in the fund balance to cover the City's portion.

Trade-offs:
Staff believe that this project is currently the most important to be completed at the airport, and so there are not other projects that should be funded with these monies.

Staff Recommendation:
Approve the motion as presented.

Commission Actions:

Commissioner _____ moves to authorize the project and authorizes the City Manager to complete the associated paperwork.

Commissioner _____ seconded the motion

Return to Agenda

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-20-0018-017 / 3-20-0018-018
Olsson Project No. 022-05349

EL DORADO / CAPTAIN JACK THOMAS MEMORIAL AIRPORT

PROJECT DESCRIPTION (the "Project")
Reconstruct Access Road
Reconstruct Parking Lot

THIS AGREEMENT is made and entered into by and between the consulting firm of Olsson, Inc. of Lincoln, Kansas hereinafter called "Olsson" and the City of El Dorado, Kansas, hereinafter called the "Sponsor" or "Client".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to engage Olsson to provide the services described in Sections 2 and 3 (Olsson's "Scope of Services") for the Project.

Brian Coomes, PE will represent Olsson as Project Manager in the performance of this Agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for coordinating all activities necessary to complete the Project.

Olsson will provide equipment and personnel necessary to complete the Scope of Services, except as otherwise provided. Olsson shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys, and other items furnished by Olsson as part of this Agreement.

Olsson agrees to provide its Scope of Services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. This Agreement creates no other representation, warranty, or guarantee, express or implied.

Sponsor warrants that it has the authority to authorize Olsson to enter onto the Project property and any adjacent property as necessary for Olsson to perform its Scope of Services.

SECTION 2: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria in accordance with FAA Advisory Circulars and road construction standards. Submit a preliminary pavement layout and brief explanation of the layout. Coordinate with FAA to ensure acceptance.

d. Coordinate geotechnical investigation of existing pavement and soils. See Section Exhibit A1 for the design testing services.

   (1) Geotechnical Design Services: Olsson will sample existing pavement, conduct the soil borings and lab tests, and provide a geotechnical report of their findings and recommendations.
   (2) In accordance with AC 150/5320-6G, Table 2-1, subsurface investigation will be completed on the Access Road and Parking Lot – 6 locations at 10 feet below finished grade

e. Conduct field assessment of the existing site and pavement / curb line conditions ("Field Assessment"). One project engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

g. Coordinate with utility companies that have lines crossing the project site and determine their requirements.

h. Access Road and Parking Lot will be constructed with concrete. KDOT State Concrete mix will be utilized for the construction of the project. A life cycle cost analyses will not be completed for this project.

i. Evaluation of drainage and need for additional storm sewer improvements.

j. Develop layouts for access road and parking lot configuration.

k. Develop longitudinal profiles for access road.

l. Develop preliminary Construction Safety & Phasing Plan (CSPP)

m. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.

n. Prepare Disadvantaged Business Enterprise (DBE) goals.

o. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
    (1) Guide No. 920 – Engineering Report
    (2) Guide No. 930 – Plans and Specifications
    (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
    (4) Guide No. 950 – Sponsor Modifications of FAA Standards
    (5) Guide No. 960 – Operation Safety on Airports

p. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

q. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

r. Submit plans, specifications, contract documents and engineer's design report to the Sponsor (1 printed copy) and FAA (1 electronic copy) for review within 90 days of the date that the Sponsor executed this Agreement. In addition, an electronic copy will be provided to the sponsor and FAA.

s. Prepare all Sponsor Certifications for Sponsor's signature.

t. Conduct a plan-in-hand review meeting on-site with the Sponsor.

u. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment. Provide one printed copy to each the Sponsor and FAA.

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

SECTION 3: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. A pre-bid conference will not be completed for this project.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor's location.

g. Tabulate and analyze bid results.

h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

    1. Bid date
    2. Summarized bid table
    3. Evaluation of unit price extensions and total base bid, including an error check
    4. Addendums and acknowledgements
    5. Additional insured cost if any
    6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
    7. Buy American compliance
    8. Confirmation of bidder's signature on proposal form
    9. Bid guarantee
    10. Pre-qualification requirements
    11. Pre-bid meeting (if any)
    12. Review of qualifications
    13. Debarment list verification
    14. Recommendation to award

j. Conduct one meeting to present bids to the Sponsor.

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award.*

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

SECTION 4: CONSTRUCTION PHASE – NOT IN CONTRACT

SECTION 5: CLOSE OUT – NOT IN CONTRACT

SECTION 6: SPECIAL SERVICES – NOT IN CONTRACT

Sections that are denoted NOT IN CONTRACT may be added by amendment at a future date and are not included in this agreement.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay Olsson for the services described in this Agreement as follows:

Section 2: Design Phase. Payment for the items included in Section 2, Design Phase, shall be the lump sum of $74,800.00 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed,

Section 3: Bidding Phase. Payment for the items included in Section 3, Bidding Phase shall be the lump sum of $6,500.00 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed,

Adjustments to Fees and Charges. If additional services are requested by the Sponsor during the course of this Agreement, an amendment will be negotiated to cover the added scope, fees, and charges. If circumstances beyond the control of Olsson require more than 18 months from the date that Olsson executed the Agreement to complete the work specified herein, an amendment to this Agreement will be negotiated to cover the increase in Olsson's standard rates for services yet to be provided. All amendments are subject to the same approvals as this Agreement.

CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS. Olsson certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;

2. The specifications for equipment will not be proprietary or written so as to restrict competition;

3. The development included in the plans is depicted on an airport layout plan approved by FAA;

4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;

5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;

6. A value engineering clause will not be incorporated into the contract without FAA concurrence;

7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding;

8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

APPROVALS. It is understood and agreed that this Agreement and any amendments are subject to approval by FAA before any state or federal funds are obligated.

FEDERAL AND OLSSON'S GENERAL PROVISIONS. The Sponsor and Olsson acknowledge that they have reviewed the Federal Contract Provisions Attachment, Olsson's General Provisions and any Exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by this reference. In the event of a conflict or inconsistency between this Agreement and the General Provisions regarding the services to be performed by Olsson, the requirements of the General Provisions shall take precedence.

EQUAL OPPORTUNITY EMPLOYER. Olsson and Sub-Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with copies to be filed with the Federal Aviation Administration.

OLSSON, INC.
P.O. Box 84608
Lincoln, NE 68501

Executed by Olsson on this 12 day of October, 2022.

By signing below, you acknowledge that you have full authority to bind the Sponsor to the terms of the Agreement. If you accept the terms set forth herein, please sign.

CITY OF EL DORADO, KANSAS
220 E. 1ST Ave.
El Dorado, KS 67042

ATTEST

City Manager

Executed by the Sponsor on this _____ day of _____, 2022.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.625 / mile*
Suburban's and Pick-Up	$0.75 / mile*
Automobiles (Olsson Vehicle)	$85 / day
Aircraft (Personal)	$118 / hour*
Rental Vehicle	Actual Cost
Other Travel or Lodging Cost	Actual Cost or $96 Motel Per Diem
Meals	Actual Cost or $59 Per Diem
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials, including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT A
DESIGN PHASE
El Dorado / Captain Jack Thomas 3-20-0018-017 / 018

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	2.0	$84.90	$169.80
Sr. Project Engineer	38.0	$64.50	$2,451.00
Project Engineer	70.5	$47.70	$3,362.85
Elec. or Mech. Engineer	0.0	$71.10	$0.00
Associate Engineer	123.0	$38.80	$4,772.40
Assistant Engineer	0.0	$31.25	$0.00
Registered Surveyor	8.0	$53.50	$428.00
Sr. Technician	158.0	$33.00	$5,214.00
Asst. Technician	40.0	$27.50	$1,100.00
Sr. Clerical	16.0	$30.50	$488.00
		Total Direct Salary Costs:	$17,986.05

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**			181.95%	$32,725.62

3. Fixed Fee: 15% of Items 1 & 2 — $7,606.75

4. Direct Nonsalary Expenses

Travel	1,650	Miles @	$0.625	$1,031.25
Meals	10	Days @	$59.00	$590.00
Motel	7	Days @	$96.00	$672.00
Copies, Prints, Shipping				$1,312.00
Drilling Expenses (See Exhibit A1)				$12,864.00
			Total Expenses:	$16,469.25

5. Subtotal of Items 1 - 4 — $74,787.67

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $74,787.67

Rounded: $74,800.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT A1
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
El Dorado / Captain Jack Thomas 3-20-0018-017 / 018

LABORATORY / DRILLING: Olsson, Inc., Oklahoma City, OK

LIST ALL ANTICIPATED COSTS SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
DRILLING INVESTIGATION			
Mobilization (lump sum)	1	$2,270.00	$2,270.00
Drilling Cost (per lf)	60	$18.00	$1,080.00
Samples	24	$25.00	$600.00
Cores	0	$70.00	$0.00
Bore Hole & Core Hole Repairs	6	$60.00	$360.00
Per Diem (2 Individuals)	1	$300.00	$300.00
		SUBTOTAL	$4,610.00
Note: 6 soil test borings (estimated) will be performed to a depth of 10' each			
LABORATORY TEST			
Unconfined Compression Test	10	$55.00	$550.00
TWT Density/Moisture	5	$30.00	$150.00
Atterbergs	6	$85.00	$510.00
Wash 200 Sieve	4	$56.00	$224.00
Mechanical Analysis	0	$110.00	$0.00
Standard Proctors	2	$165.00	$330.00
Modified Proctors	0	$185.00	$0.00
Crumb Test	0	$35.00	$0.00
Consolidation Test	0	$230.00	$0.00
Swell/Collapse Test	0	$230.00	$0.00
Permeability Tests	0	$250.00	$0.00
CBR (1 point)	6	$230.00	$1,380.00
Hydrometer	2	$165.00	$330.00
Soil Corrosivity (Subconsultant)	2	$90.00	$180.00
		SUBTOTAL	$3,654.00
ENGINEERING			
Senior Engineer	16	$160.00	$2,560.00
Assistant Engineer	24	$85.00	$2,040.00
		SUBTOTAL	$4,600.00
		TOTAL	**$12,864.00**

EXHIBIT B
BIDDING PHASE
El Dorado / Captain Jack Thomas 3-20-0018-017 / 018

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	0.0	$88.30	$0.00
Sr. Project Engineer	2.0	$67.08	$134.16
Project Engineer	9.0	$49.61	$446.47
Elec. or Mech. Engineer	0.0	$73.94	$0.00
Associate Engineer	21.0	$40.35	$847.39
Assistant Engineer	0.0	$32.50	$0.00
Registered Surveyor	0.0	$55.64	$0.00
Sr. Technician	2.0	$34.32	$68.64
Asst. Technician	0.0	$28.60	$0.00
Sr. Clerical	8.0	$31.72	$253.76
		Total Direct Salary Costs:	$1,750.42

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*			181.95%		$3,184.90

3. Fixed Fee: 15% of Item 1 & 2 — $740.30

4. Direct Nonsalary Expenses

Travel	165	Miles @	$0.625	$103.13	
Meals	1	Days @	$59.00	$59.00	
Motel	-	Days @	$96.00	$0.00	
Copies, Prints, Shipping				$697.20	
				Total Expenses:	$859.33

5. Subtotal of Items 1 - 4 — $6,534.94

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $6,534.94

Rounded: $6,500.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 12, 2022 between City of El Dorado, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

August 10, 2022

Attn:
Mr. Mike Hodge
Olsson Associates
601 P Street
Lincoln, Nebraska 68508

RE: Overhead Expense Factor

Dear Mike,

In response to your request, we have provided a recap of the computed amount of overhead expenses incurred in 2021 based on the audited Schedules of Indirect Costs and Costs with Adjustments as of and for the year ended December 31, 2021. Summarized below is your FAR Combined Overhead Rate that is detailed in the audit:

Combined FAR Overhead Rate (Including Computer Expenses) – 181.95%

Total Fringe Benefits	$ 30,951,064
Total General and Administrative Expenses	94,093,626
Computer Expenses	12,946,444
Subtotal	$137,991,134
Less computer expenses already included in general and administrative expenses	(717,300)
Subtotal	137,273,834
Divided by Direct Labor	75,445,109
	$ 1.8195

In Summary, for every $1.00 of direct labor paid, there is $1.82 in overhead expenses attributable to that labor.

Sincerely,

LUTZ & COMPANY, P.C.

Taylor Kendall

Taylor Kendall
Shareholder

City of El Dorado, KS · Capital Improvement Project Summary

Project Title:

Department	Public Works	**Project Location:**	Airport
Division	Airport	**Contact Person**	
Project #:			

Project Description: Airport Entry Road and Parking Lot Reconstruction

This project is for the removal and replacement of the airport entry road and parking lot at the El Dorado Airport. The road and road base has been in bad shape for over 20 years and has been rehabbed many times, it is now time to completely remove the road and road base and reconstruct it from the base up. This project is a 90/10 match with the FAA providing 90 of the cost.

How will the value of this project to the community be measured?

Have the following social equity questions been discussed by the Executive Leadership Team?: Who benefits? Who is burdened? Who is missing? How do we know? What do we do? Please describe any concerns below.

This project mainly benefits users of the airport. The first impression of our airport by potential pilots, plane owners or prospective businesses is not a pleasant one when driving down the entry road.

Justification and linkage to council goals, other master plans, or department goals/objectives.

This project has been identified many times in our airport CIP with the FAA and has been "bumped" due to higher priorities. The city has now completed the higher priorities and is ready to proceed with this project with 90%funding by the FAA.

Project Costs

Phase	FY2023	FY2024	FY2025	FY2026	FY2027	Future $	Total
Conceptual/Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ROW/Utilities	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ 690,000.00	$ -	$ -	$ -	$ -	$ -	$ 690,000
Total Capital Cost Est.	$ 690,000	$ -	$ -	$ -	$ -	$ -	$ 690,000
Total Oper. Impact Est.	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditure Est.	$ 690,000	$ -	$ -	$ -	$ -	$ -	$ 690,000

New or Additional Impact on Operating Budget

Type of Expenditure	FY2023	FY2024	FY2025	FY2026	FY2027	Future $	Total
Salaries/Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Prof. & Consult Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Materials & Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance/Fuel	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Method(s) of Financing

Funding Source(s)	FY2023	FY2024	FY2025	FY2026	FY2027	Future $	Total
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FAA	$ 621,000	$ -	$ -	$ -	$ -	$ -	$ 621,000
Airport Fund	$ 69,000	$ -	$ -	$ -	$ -	$ -	$ 69,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 690,000	$ -	$ -	$ -	$ -	$ -	$ 690,000

Approval:

City Manager

City Commission