



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
August 7, 2023 - 5:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - Debbie McCluer, Church of the Nazarene
- 4. Pledge of Allegiance**

Proclamations and Recognition

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.

- 5.** Phil Benedict, El Dorado Chamber of Commerce - Civic Center Update
- 6.** Patrol Officer Ethan Herrick and K9 Rico

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.*)

- 7.** Special City Commission Meeting Minutes from July 12, 2023.
- 8.** Professional Services Agreement for City Attorney
- 9.** Public Utilities Assessment Management Software
- 10.** Standard Traffic Ordinance and Uniform Public Offense Code
- 11.** Appropriation Ordinance No. 07-23 in the amount of \$1,851,211.43.

Old Business

Public Hearing

- 12.** Hearing for El Dorado Plaza CID

New Business

13. El Dorado Plaza CID

14. Amendments to Taxable Industrial Revenue Bonds for Days Inn

Discussion Items

Reports

15. City Commission and Advisory Board Updates

16. City Manager

Adjournment

17. Consideration of a motion to adjourn

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.

EL DORADO CITY SPECIAL COMMISSION MEETING

July 12, 2023

The El Dorado City Commission met in special session on July 17, 2023 at 5:00 pm at 220 E 1st Avenue with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Kendra Wilkinson, Commissioner Leon Leachman, City Manager David Dillner, City Engineer Scott Rickard and Administration Director Tabitha Sharp.

VISITORS

Mike Holton	128 N Vine	El Dorado, KS
Kevin Wishart	220 E 1 st Ave	El Dorado, KS
Jason Patty	220 E 1 st Ave	El Dorado, KS
Brad Meyer	220 E 1 st Ave	El Dorado, KS
Emily Connell	El Dorado Main St.	El Dorado, KS
Doug White	Sprinturf	

CALL TO ORDER

Mayor Bill Young called the July 17, 2023 Special City Commission meeting to order at 5:00 p.m.

DISCUSSION ITEMS

SET THE PUBLIC HEARING DATE FOR THE EL DORADO PLAZA CID PETITION

Commissioner Leon Leachman moved to approve a Resolution calling a public hearing on the advisability of creating a Community Improvement District within the City of El Dorado, Kansas; establishing a Community Improvement District Sales Tax to finance improvements within such district; and providing for the giving of notice of such public hearing.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

SALES TAX BALLOT QUESTION

City Manager David Dillner reviewed the sales tax question presentation that was given to the sales tax committee and their recommendation.

The City Commission discussed the recommendation of the sales tax committee.

Mayor Bill Young suggested that the sales tax be made continuous, leaving the property tax reduction amount, moving the economic development money to streets for a total of \$700,000 and leaving the remainder in excess. He recommended changing how the excess sales tax funds are distributed.

The City Commission agreed to vote on the question on Monday.

BUDGET DISCUSSION

City Manager David Dillner reviewed the mill levy supported funds budget for 2024.

Commissioner Leon Leachman stated that he considered what David had requested at the last meeting and his requests were that at a minimum, we maintain our current level of services, provide a COLA/merit between 3 and 5%, he wanted to look at why people are leaving, and look at used equipment.

City Manager Dillner stated that we are looking at a lease program for equipment and vehicles to assist with those costs.

Commissioner Gregg Lewis stated that he wanted the employment package to be attractive to potential employees.

Commissioner Kendra Wilkinson stated that while she thought all of the employees deserved 6, she didn't think we could afford it and thought a 5 was more reasonable.

Mayor Bill Young and Commissioner Kelly Tetrick stated that they wanted at least five percent.

Commissioner Lewis asked if they were considering three new firefighters.

City Manager Dillner stated that we have applied for a grant and will find out later in the year. If we do it without the grant, it will require a mill levy increase.

Commissioner Wilkinson stated that as David had requested, she went back and looked at the areas that need the most attention. She stated that tall grass and weeds, vacant properties, broken down cars or other junk in yards were the biggest complaints she received. She stated that they needed another code enforcement officer.

REGULAR AGENDA PREVIEW

The Commission reviewed the items on Monday's agenda.

REPORTS

Commissioner Gregg Lewis recommended that the City Manager bring a revised policy to the Commission allowing him to approve expenses higher than \$50,000.

The City Commission agreed to review the policy.

Commissioner Lewis asked what the progress was on the tree removal in the industrial park.

City Manager Dillner stated that the Economic Development Director hadn't been able to complete the bid and the City Engineer was working on the BASE grant. Staff will get the bid done as soon as we are able.

Commissioner Lewis asked why the progress on the residential developments has stopped.

City Manager Dillner stated that he would find out.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 7:10 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Professional Services Agreement for City Attorney
DATE: August 7, 2023

Background:

Martin Pringle has provided legal services for the City of El Dorado for several years. Following his departure, the City had Martin Pringle provide these services as an extension of the city attorney's scope of services. Martin Pringle informed the City that a rate increase was imminent and the City Manager decided to consider alternatives.

To be sure, the decision to solicit other options for Legal Services did not reflect on Martin Pringle's ability to provide these services or the firm's effectiveness. Rather, the City Manager wanted to take the opportunity to ensure that the City was receiving quality services at a competitive price. Martin Pringle will continue to provide general legal counsel to the City.

Attachments:

1. City Attorney Agreement

Policy Issue:

The item is not a policy issue per se; the item addresses an operational need requiring the City Commission's consideration. Consequently, the City Manager placed this item on the consent agenda for approval. The City Commission may remove the item for discussion with a motion by the City Commission and a majority vote.

Fiscal Impact:

The City currently pays Martin Pringle \$4,160 per month (\$49,920 annually) for legal services. The rate will increase \$5,250 per month (\$63,000 annually) if the City retains Martin Pringle for Legal services.

Staff solicited proposals from interested firms and received a proposal from ABLegal. The City did not receive any other proposals. The firm agreed to provide legal services to the City of El Dorado for \$4,000 per month (\$48,000 annually). The General Fund will absorb these expenses in the current legal services budget since the expenses will be lower than what the city currently pays Martin Pringle.

Trade-offs:

The proposed agreement with ABLegal will reduce the administrative expenses for the legal services. It will also make the city attorney more available for

Staff Recommendation:

Commission Action:

THIS CITY ATTORNEY AGREEMENT (the "Retainer Agreement") is entered into by and between the City of El Dorado, Kansas (the "City") and AB Legal, LLC ("Firm") and is effective as of _____.

WHEREAS the City and Firm desire to engage in a stable and flexible long-term contractual relationship whereby the City can recognize pricing efficiencies for legal services and the Firm is available to provide service as City Attorney, as well as additional legal services on an as-needed basis, in a thoughtful and cost-effective manner; and

WHEREAS the City and Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Firm and City, between City Attorney and City, but defines a relationship between the parties wherein the Firm, its officers and employees, including those designated City Attorney are in fact independent contractors of the City and remain solely the employees of the Firm; and

NOW, THEREFORE, it is agreed as follows:

1. **AGREEMENT.** This Agreement restates, supersedes, and replaces all prior agreements between the parties concerning the provision of legal services in the manner and under the terms described in this Agreement.

2. CITY ATTORNEY SERVICES.

A. The Firm will provide legal services as City Attorney.

1. For purposes of this Agreement Ashlyn B. Lindskog of the Firm shall be initially designated as City Attorney ("Designated Lawyer"). The Designated Lawyer of the Firm serving as City Attorney for the City may be substituted following notice to the City Manager.
2. The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the City to achieve the goals of the City as determined by its Commission and its City Manager. The Agreement contemplates that the work will be assigned to the City Attorney either by the City Commission or by the City Manager. Such legal services, as enumerated below, are to be provided as City Attorney Legal Services on a monthly retainer basis, and supplemented by Additional City Attorney Legal Services, as enumerated below, on an hourly basis as approved by work order. Additional Special Counsel Legal Services will also be provided separately by the Firm or other firms on an hourly basis by separate work orders for special services or as otherwise approved by the City Commission as provided in Sections 3 and 4 hereof.

B. City Attorney Legal Services encompass the following:

1. Attend City Commission meetings and/or work sessions if requested.
2. Provide legal advice to the City Manager and City Commission and participate in individual calls with City Manager in order to provide advice to the City regarding upcoming City Commission agenda items or ethics inquiries and be prepared to offer legal advice on all agenda items at meetings of the Commission or other boards if requested.

3. Provide the Council and City Manager timely updates regarding changes in the law (legislation or cases) that may affect city operations, policies or activities; and
4. Provide the Commission and the City Manager with options to cost-effectively handle all legal matters incorporated in this Agreement while retaining the high quality of legal services through the use of forms, the use of lower priced staff, various alternate billing methods including using special counsel, temporary employees, task-based billing, or other methods of charging for services or service delivery.
5. City Attorney Legal Services do not encompass or include Additional City Attorney Legal Services or Special Counsel Legal Services described herein, nor bond counsel, disclosure counsel, or other legal services not specifically included in this subsection.

3. ADDITIONAL CITY ATTORNEY LEGAL SERVICES.

A. Additional City Attorney legal services encompass the following:

1. Perform other legal services which the City and Firm mutually agree are within the normal and regular scope of day-to-day general counsel services, excluding special legal projects of a significant nature outside the normal day-to-day representation of the City;
2. Prosecute or defend litigation as directed by the Council or City Manager, including mediation, validation proceedings, and arbitrations before administrative boards, arbitrators, mediators, and courts of all levels of the county, state or federal governments and report to Commission and Manager on that litigation regularly; and
3. Prosecute or defend appeals in the courts of this county, state and the federal government and administrative boards having jurisdiction over matters affecting the City as directed by the Commission or the City Manager.

B. City Attorney Legal Services or Additional City Attorney Legal Services do not include (1) the Special Counsel Legal Services described in Section 3 hereof, or (2) bond counsel and disclosure counsel services.

C. The provision of Additional City Attorney Legal Services shall be conditioned upon a scope of services as directed or authorized by the City Manager and shall be set forth in a written work order in substantially the form attached hereto as Exhibit "A", or as otherwise approved by the City Manager.

4. SPECIAL COUNSEL SERVICES.

- A. Firm shall also be available to provide Special Counsel Legal Services to the City. Special Counsel Legal Services are to be provided on an hourly basis or by task-based billing or other billing arrangements as agreed upon by the parties in advance and commenced by separate work orders as described in this Agreement and as agreed by the parties. Such services are of a nature that require recognized expertise, experience, or specialized subject matter knowledge and focus above and beyond routine or normal day-to-day City Attorney Legal Services or Additional City Attorney Legal Services, and shall generally include the following:**

1. Providing advice, research, and assistance on extraordinary City administration or operational matters and negotiations;
 2. Drafting significant adaptations to the City's Land Development Code;
 3. Rendering written memoranda or opinions outside the scope of City Attorney Legal Services or Additional City Attorney Legal Services and which expose the Firm to significant liability;
 4. Providing advice and research on the feasibility and legal sufficiency of statutory and home rule alternative revenue sources, including the development or implementation of special assessment, impact fees, user fees, and extraordinary revenue, utility fee or rate programs;
 5. Negotiating, preparing, obtaining, delivering, and filing all documents in connection with the closing on any acquisition, contribution, sale, exchange, or disposition of any significant City assets or systems requiring the financing thereof, including real and personal property associated with such City assets or systems;
 6. Nominally acting as a lobbyist before any legislative, administrative, or executive branch of government (such services, if extensive, may require a separate engagement);
 7. Legal formulation, negotiation, drafting, and implementation of special or significant City programs or initiatives;
- B. The provision of Special Counsel Legal Services shall be conditioned upon a scope of services as directed or authorized by either the City Manager or the City Council, as applicable, and shall be set forth in a written work order in substantially the form attached hereto as Exhibit "A", or as otherwise approved by the City Council.
- C. Special Counsel Legal Services described in this section do not include bond counsel, disclosure counsel, underwriter's counsel, or other legal services which are already or will be the subject of other separate agreements with the City, or are premised upon negotiated fees; or other legal services otherwise subsequently agreed to between the parties or third parties.

5. **COMPENSATION FOR PROFESSIONAL SERVICES.**

- A. Firm will be compensated for City Attorney Legal Services at the monthly retainer rate as authorized herein. Firm will be compensated for Additional City Attorney Legal Services and Special Counsel Legal Services at hourly rates as authorized herein. Unless otherwise agreed to by the parties, Firm will be compensated for legal services at negotiated and hourly rates as authorized herein.
1. The Firm will be compensated for City Attorney Legal Services at five-**thousand dollars per month (\$5,000)** to be billed at the beginning of each calendar month for work to be performed and paid within thirty (30) days.
 2. The Firm will be compensated for Additional City Attorney Legal Services for hourly work at an hourly rate of 40% of the Firm's hourly rate;
 3. The Firm will be compensated for Special Counsel Legal Services for hourly work at the Firm's full hourly rate.
- B. Going forward, the foregoing monthly retainer and hourly rates may be increased upon the passage of each two (2) year period.

- C. The Firm shall also be entitled to receive reimbursement for actual costs incurred such as delivery charges and travel expenses (when travel is necessary and requested from outside of the El Dorado area; however, no other overhead charges will be reimbursed for copying, secretarial services or other overhead as those costs are considered a part of the fees paid under this Agreement. No travel expenses will be charged for daily travel within the City or for any travel for the purpose of attending and staffing any regularly scheduled meeting of the City Commission in the Firm's role in providing City Attorney Legal Services. Applicable travel expenses will be reimbursed in accordance with a schedule of reimbursement specified by the City and agreed to by the Firm.
- D. The process of documenting the acquisition and disposition of real property necessarily involves the use of title research and title insurance. To the extent the City acquires or disposes of any real property or insurable interest, the City agrees to pay all costs to obtain and provide appropriate title research and title insurance policies insuring the real property involved.

6. DISCLOSURE.

- A. The City recognizes that the Firm represents other clients and other matters. The Firm as City Attorney will not represent any client, including but not limited to a municipality, county, local or state government agency or other person or entity in matters which the Firm determines to be directly adverse to the City nor will the Firm represent City in matters which the Firm determines to be directly adverse to the interests of any other client of the Firm.
- B. The rules regulating the Kansas Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. It is also possible that during the course of the Firm's representation of the City's interests, the City may become involved in transactions or disputes with other clients of the Firm in which the City's interests are or become adverse to the interests of one or more of the Firm's other clients, whether present or future. If such a conflict between the City's interests and those of another of the Firm's clients, whether present or future, were to arise, the Firm will promptly notify the City of that circumstance. The Firm reserves the right, on account of any such conflicts of interest, to withdraw from the matter in question and will assist the City in securing interim or alternative counsel for the matter in conflict if a conflict waiver is not otherwise permissible under the rules regulating the Kansas Bar. The Firm represents private sector clients throughout Butler and Sedgwick County and wishes to be able to consider the representation of other local governments or public sector clients who may have interests that are potentially adverse to the City's, but with respect to matters that are unrelated in any way to our representation of the City. The ethics rules that govern the Firm permit it to accept such multiple representations, assuming certain requirements are met. Accordingly, during the term of this engagement, the Firm agrees that it will not accept the representation of another client to pursue interests that are directly adverse to the City's interests unless and until the Firm makes full disclosure to the City of all the relevant facts, circumstances, and implications of the Firm's undertaking the two representations, and confirm to the City in good faith that the Firm has done so and the City agrees in writing.

7. GENERAL PROVISIONS

- A. This Retainer Agreement or the appointment of Firm as City Attorney to the City may be terminated with or without cause by the City Commission or by Firm at any time upon ninety (90) days written notice. Additionally, even if the City does elect to seek and obtain either City Attorney Legal Services or Additional City Attorney Legal Services, or both, from an attorney or firm other than Firm, this contract may stay in force and effect so that the Firm is available to provide to the City, on an as needed and agreed to basis, supplemental legal services as provided for herein. In the event of termination, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination and through any prompt transition to termination agreed upon by the parties at the hourly rates agreed upon for Additional City Attorney Legal Services for any remaining City Attorney Legal Services or Additional City Attorney Legal Services and at the rates agreed upon for Special Counsel Legal Services for those services. Provided however, the City Commission may terminate this Retainer Agreement for breach by the Firm with such notice as may be reasonable under the circumstances. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination.
- B. This Retainer Agreement may be executed in multiple counterparts. All original files (their contents), records and documents are the property of the City and not of the Firm or its Attorneys and upon termination shall be returned to or delivered to the City as the City Manager reasonably directs at the expense of the Firm. The Firm may retain copies as necessary to comply with the Rules of the Kansas Bar.
- C. This Retainer Agreement shall be effective as of the date first written above and is the entire agreement between the parties concerning the subject matter hereof.

X

David D. Dillner
City Manager

X

Ashlyn Lindskog
AB Legal, Founder

TO: City Commission
FROM: Jason Patty
SUBJ: Public Utilities Assessment Management Software
DATE: August 7, 2023

Background:

As the city works towards a utility of the future framework, utilizing asset essential software combined with our GIS system is another tool we can use to evaluate our infrastructure and processes. Adding workflow to our daily operations will enhance our ability to track and follow up with our customers while also communicating internally with staff in regards to scheduling and prioritizing tasks.

Attachments:

1. Asset essentials software

Policy Issue:

The Commission must authorize the City Manager to sign the contract.

Fiscal Impact:

Year 1...13,181.18
Year 2...13,684.38
Year 3...14,094.91
Year 4...14,517.76
Year 5...14,953.29

Trade-offs:

Continue the current practice of recording records on paper with manual follow up into GIS.

Staff Recommendation:

Accept the quote from Brightly Software Inc.

Commission Action:



PREPARED FOR

City of El Dorado ("Subscriber")

Jason Patty
Director of Utilities
220 E 1st Ave
El Dorado, KS 67042

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 12, 2023

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI
- Expiration date: 11/2/2024



Q-343288

Term: 53 months (08/01/2023 - 12/31/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	8/1/2023	12/31/2023	12,870.00 Population	5,701.83 USD
- Treatment Plants Module	8/1/2023	12/31/2023		Included
- Water Distribution and Waste Water Collection Module	8/1/2023	12/31/2023		Included
- Dude Analytics	8/1/2023	12/31/2023		Included
- Asset Essentials Inventory	8/1/2023	12/31/2023		Included
3.0 Month(s) included at no additional cost on the first term 08/01/2023 - 10/31/2023				-3,428.55 USD
				Subtotal: 2,273.28 USD
Professional Services				
Item	Pricing Based On		Investment	
Asset Essentials Professional Implementation with Consulting	12,870.00 Population		10,907.90 USD	
			Subtotal: 10,907.90 USD	
Total Initial Investment			13,181.18 USD	

Pricing for the First Renewal Services Term is 70,934.73 USD





Subscription				
Item	Investment Year 2 Start Date: 01/01/ 2024	Investment Year 3 Start Date: 01/01/ 2025	Investment Year 4 Start Date: 01/01/ 2026	Investment Year 5 Start Date: 01/01/ 2027
Asset Essentials Professional Plus	13,684.38 USD	14,094.91 USD	14,517.76 USD	14,953.29 USD
- Treatment Plants Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
Total:	13,684.38 USD	14,094.91 USD	14,517.76 USD	14,953.29 USD



Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach



Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			



GIS Asset Management					
PM scheduling and best practices					
AE Reporting					

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation



- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!



- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation



At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.



- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-343288 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-343288

April 12, 2023, 10:50:28 AM

Accepted by:

Printed Name

Signed Name

Title

Date

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

El Dorado here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and

managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 5-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

El Dorado	Population- 12,865
220 E. 1st Ave., El Dorado, KS 67042, US	Prepared by: Dan Phippen

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Public Works Package (Infrastructure) Package includes: * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Water Asset layers on OpenStreetMap (Hydrants, Lines, Valves.) - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) GIS RestServices Public Works - iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data monthly: Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually. *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour. \$250 to accommodate new configuration changes. * Available on any computer, tablet, or mobile device using Chrome	\$10,000 <i>leak layer LSL customer complaint</i>	Annual <i>} 1500 annually</i>

browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Citizen Engagement Package Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal. - Includes premium data package (25mb file upload size and 100gb total storage).	\$5,000	Annual
Mobile Work Order Form - Web forms/links for employees to enter work orders - Includes 3 custom forms	Included	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$15,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$10,000	\$10,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$15,900	\$10,000	Year One

Grand Total Due Year 1	\$30,900	\$25,000	Year One Total
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year 2-5 15,000 annually

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

Jason Patty

From: Michelle Linson
Sent: Thursday, June 22, 2023 11:52 AM
Cc: Jason Patty
Subject: RFP for Asset Software

We are soliciting bids for asset essentials software to coordinate with our GIS system to provide mapping and workflow options to support our daily operations.

We are seeking layer ability to track customer calls, water leak and sewer repairs, general maintenance work order requests, a user friendly dashboard, with a mobile application.

Lead service line inventory tracking would be an added bonus.

Please submit your availability to provide the above mentioned features along with pricing for the next 5 years by 12pm noon, June 29th, 2023.

The ability to add additional modules to accommodate fleet maintenance, etc. will also be considered.

Thank you for your consideration.

Michelle Linson
Public Utilities Administrative Assistant

EL DORADO

K A N S A S

City of El Dorado | 220 E. First | El Dorado, KS 67042
Office: (316) 322-4411

sent to:

SAM, LLC ⇒ no response
Brightly ⇒ quote \$14.3K yr Aug -> ytd 2-5
iWorQ ⇒ quote \$15K yr Aug
Laserfiche ⇒ cannot accommodate mapping
MyGov ⇒ no response

TO: City Commission
FROM: Tabitha Sharp
SUBJ: Standard Traffic Ordinance and Uniform Public Offense Code
DATE: August 7, 2023

Background:

Each year the League of Kansas Municipalities provides Kansas Cities with a Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) updated with all State Statutes. The changes can be found in the attached document.

As in previous years, staff are recommending that the STO be amended to allow the use of golf carts, but no other special purpose vehicle. Golf carts can only be operated on streets 30 MPH or less, but can cross over streets with a higher speed limit. Golf carts must be operated by a licensed driver, have insurance, a slow moving vehicle emblem and register the golf cart at City Hall. Golf carts can only be operated after dark with an appropriate light kit.

Attachments:

1. STO Ord 2023
2. UPOC Ord 2023

Policy Issue:

Should the City Commission allow the use of special purpose vehicles on the streets of El Dorado, and if so, what type of vehicle should be allowed?

Fiscal Impact:

There is no estimated fiscal impact to the City of El Dorado.

Trade-offs:

Adopting the STO and UPOC allows the City to enforce laws adopted by the State of Kansas without having to adopt them individually. There has been a recent increase in questions and utilization of special purpose vehicles, and while negligible, staff time on the issue has increased.

Staff Recommendation:

The recommendation of staff is to continue to allow golf carts on city streets with the restrictions listed in the attached ordinance. Staff recommend that other Special Purpose Vehicles not be allowed.

Commission Action:

Commissioner _____ moved to approve an Ordinance amending Section 9.04.010 of the El Dorado Municipal Code pertaining to traffic and incorporating by reference, the "Uniform Public Offense Code" for Kansas Cities, 39th Edition.

Commissioner _____ seconded the motion

Commissioner _____ moved to approve an Ordinance amending Section 10.04.010 of the El Dorado Municipal Code pertaining to traffic and incorporating by reference the "Standard Traffic Ordinance" for Kansas Cities, 50th Edition, with certain omissions, changes and additions; prescribing additional regulations; providing certain penalties and repealing prior ordinances.

Commissioner _____ seconded the motion

On August 7, 2023, the City of El Dorado, Kansas adopted Ordinance No. G-____, an Ordinance Amending Title 10 of the City of El Dorado, Kansas Municipal Code relating to Traffic and incorporating by reference the Standard Traffic Ordinance for Kansas Cities 50th Edition, with certain omissions, changes and additions; prescribing additional regulations; providing certain penalties and repealing prior ordinances. The full text of this Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 220 E 1st Avenue, El Dorado, Kansas or online at <http://eldoks.com/268/Open-Records-Information>. This summary is certified by Ashlyn B. Lindskog, El Dorado City Attorney, pursuant to K.S.A. 12-3007, et seq.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 10.04.010 OF TITLE 10, CHAPTER 10.04 OF THE EL DORADO MUNICIPAL CODE PERTAINING TO TRAFFIC AND INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES” 50TH EDITION, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING PRIOR ORDINANCES

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

Section 1: That Section 10.04.010 Title 10, Chapter 10.04 of the El Dorado Municipal Code shall be replaced as follows:

Section 10.04.010: STANDARD TRAFFIC ORDINANCE INCORPORATED. There is hereby incorporated, by reference, for the purpose of regulating traffic upon the highways, parks, public lands, drives and parking lots, whether public or private, if open to and accessible to the public, within the corporate city limits of the City of El Dorado, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” 49th Edition, prepared and published by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said “Standard Traffic Ordinance” shall be marked “official Copy as incorporated by the El Dorado Municipal Code,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: Omission.

Section 114.4 of the Standard Traffic Ordinance relating to the operation of golf carts on public streets is hereby omitted and deleted.

Section 3: Additional Provisions.

Section 114.4 of said Standard Traffic Ordinance is hereby supplemented, by adding the following section:

Section 114.4. Operation of Golf Carts on City Streets

- (a) Golf Carts, as defined by the Standard Traffic Ordinance, shall be operated on the public highways, streets, roads and alleys within the corporate limits of the city, with the following exceptions.
- 1) No golf cart may be operated upon any interstate, federal or state highway.
 - 2) No golf cart may be operated upon any public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour or as otherwise specifically excluded. Excluded streets include:
 - i. Central Avenue
 - ii. Main Street

- iii. Sixth Avenue
 - iv. Southwest Traffic Way
 - v. McCollum Road
 - vi. Haverhill Road
- 3) The provisions of subsections (1) and (2) shall not prohibit a golf cart from crossing a federal highway, state or public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour.
- 4) No golf cart may be operated on any public sidewalk, bicycle path or other recreational path not designated for their specific use.
- 5) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.
- 6) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.
- (b) Display of slow moving vehicle emblem.
 - 1) It shall be illegal to operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle. The slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.
- (c) Valid Driver's License Required; Penalty.
 - 1) No person shall operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.
- (d) Insurance Required; Penalty.
 - 1) Every owner of a golf cart shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance 49th Edition, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, and amendments thereto. All provisions of Section 200 of the Standard Traffic Ordinance 38th Edition, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of golf carts.
- (e) Registration; Application.
 - 1) Before operating a golf cart on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the City Clerk's Office and display a valid registration decal affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's driver license number, the owner's residence address or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable).
 - 2) Proof of insurance, as required in Section (d) shall be furnished at the time of application for registration.
 - 3) The license issued hereunder is not transferrable.

Section 4: Amendment.

Section 114.5 of the Standard Traffic Ordinance shall be amended as follows.

(e) Section 114.5 of the Standard Traffic Ordinance shall not apply to the following:

- 1) Equipment operated by duly authorized representatives of the city or its designees for the maintenance of city property or city recreational facilities.
- 2) Equipment operated by duly authorized representatives of Butler County, Kansas or its designees for the maintenance of county property or facilities.

- 3) Equipment operated by duly authorized representatives of USD 490 or USD 375 for the maintenance of school property or facilities.
- 4) Equipment operated by duly authorized representatives of Butler Community College or its designees for the maintenance of college property or facilities.

(f) All work-site vehicles operated by local government or school representatives shall be subject to Section 114.4 (a) as provided in Section 3 of this Ordinance.

Section 5: Penalties.

Unless specifically provided herein, a violation of any provision in sections 1 through 4 shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201 of the Standard Traffic Ordinance 50th Edition, and amendments thereto, or such other similar provision as the city may then have in effect.

Section 6: Repeal.

All other ordinances or parts of other ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, this 7th day of August, 2023.

Mayor Bill Young

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

City Attorney

On August 7, 2023, the City of El Dorado, Kansas adopted Ordinance No. G-____, an Ordinance Amending Title 9 of the City of El Dorado, Kansas Municipal Code relating to Traffic and incorporating by reference the Uniform Public Offense Code for Kansas Cities 39th Edition, providing certain penalties and repealing prior ordinances. The full text of this Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 220 E 1st Avenue, El Dorado, Kansas or online at <http://eldoks.com/268/Open-Records-Information>. This summary is certified by Ashlyn B. Lindskog, El Dorado City Attorney, pursuant to K.S.A. 12-3007, et seq.

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 9.04.010 OF TITLE 9, CHAPTER 9.04 OF THE EL DORADO MUNICIPAL CODE PERTAINING TO PUBLIC OFFENSES AND INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE” 39TH EDITION PROVIDING CERTAIN PENALTIES AND REPEALING PRIOR ORDINANCES

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

Section 1: That Section 9.04.010 Title 9, Chapter 9.04 of the El Dorado Municipal Code shall be replaced as follows:

Section 9.04.010: INCORPORATING PUBLIC OFFENSE CODE. There is hereby incorporated, by reference, for the purpose of regulating public offenses within the corporate city limits of the City of El Dorado, Kansas, that certain code known as the “Uniform Public Offense Code,” 38th Edition, prepared and published by the League of Kansas Municipalities. No fewer than three copies of the “Uniform Public Offense Code” shall be marked “Official Copy as incorporated by the El Dorado Municipal Code,” which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: Repeal.

All other ordinances or parts of other ordinances in conflict herewith are hereby repealed.

Section 3: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, this 7th day of August, 2023.

Mayor Bill Young

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

City Attorney

Expense Approval Report

By Fund

Payment Dates 7/1/2023 - 7/31/2023

City of El Dorado, KS

Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND				
LKQ MID-AMERICA AUTO PA...	137969585	TRIM PANEL FOR FRONT DO...	001-042-5307-0000	115.00
LKQ MID-AMERICA AUTO PA...	138699465	FRONT SEAT	001-041-5307-0000	100.00
WICHITA KENWORTH	01P152544	TUBE BREATHER	001-023-5307-0000	-138.65
LKQ MID-AMERICA AUTO PA...	143708051	#398 INTAKE MANIFOLD	001-021-5307-0000	125.00
ICE-MASTERS, INC	00934705	POOL ICE MACHINE RENTAL ...	001-052-5210-0000	1,150.00
SUTHERLAND LUMBER TALL...	152871	SAFETY VEST AND FLOWER I...	001-033-5310-0000	11.99
SUTHERLAND LUMBER TALL...	152871	SAFETY VEST AND FLOWER I...	001-033-5312-0000	10.99
SUTHERLAND LUMBER TALL...	152891	MULCH	001-033-5310-0000	113.70
SUTHERLAND LUMBER TALL...	152905	POOL RESTROOM REPAIRS	001-052-5308-0000	52.89
ANITA ZEPEDA WALKER	INV0047708	6-8-23 SAMUEL LORD 00245...	001-000-1017-0000	75.00
WAL-MART STORES INC	INV0047712	6-8-23 ADDISON MCLAUGHL...	001-000-1017-0000	50.47
GALLS, LLC	024756322	CHEVRON-THOMPSON	001-021-5305-0000	17.28
SUTHERLAND LUMBER TALL...	152923	IRRIGATION MARKING PAINT	001-033-5308-0000	27.99
MC DONALD'S	INV0047709	6-9-23/6-16-23/6-23-23 JUST...	001-000-1017-0000	75.00
O'REILLY AUTOMOTIVE, INC	0255-333996	FUSES FOR BACKHOE	001-042-5307-0000	21.98
4 STATE MAINTENANCE SUP...	657136	TOWEL 8"/ NITRILE GLOVES/L...	001-014-5310-0000	391.83
4 STATE MAINTENANCE SUP...	657140	LINERS CR602B	001-033-5310-0000	186.95
GALLS, LLC	024787659	RADIO POUCH - SKOV	001-021-5305-0000	80.23
D. GERBER COMMERCIALPO...	23220	POOL CHEMICALS	001-052-5304-0000	3,824.90
SUTHERLAND LUMBER TALL...	152993	BATTERIES	001-033-5310-0000	56.74
GALLS, LLC	024823801	CHEVRON/GOLD PATCH-TH...	001-021-5305-0000	11.82
ODP BUSINESS SOLUTIONS, L...	317727609001	SIGNATURE STAMP - BILL YO...	001-011-5301-0000	28.99
ODP BUSINESS SOLUTIONS, L...	317727609001	METAL WALL MOUNTS	001-012-5310-0000	17.98
ACE HARDWARE	K81145	POOL ACID, TARP	001-051-5310-0000	13.99
ACE HARDWARE	K81145	POOL ACID, TARP	001-052-5304-0000	9.99
COX COMMUNICATIONS	094041101 JUNE 2023	ACT 094041101 SERVICE FR...	001-021-5205-0000	54.98
HEARTLAND TOWING	74347	23-00667	001-021-5213-0000	220.00
STANDS FARMS	2321	DIRT LOAD	001-042-5308-0000	500.00
INTERSTATE BATTERIES OF C...	45051026	MTX-94R/H7	001-021-5307-0000	216.95
CONRAD FIRE EQUIPMENT,I...	568576	VEHICLE REPAIR	001-023-5207-0000	705.85
BUMPER TO BUMPER OF EL ...	904272	STARTER/C-V DRIVE AXLE	001-021-5307-0000	289.86
BUMPER TO BUMPER OF EL ...	904274	2 C-V DRIVE AXLES	001-021-5307-0000	136.80
BUMPER TO BUMPER OF EL ...	904329	SWAY BAR LINK KIT	001-021-5307-0000	55.44
BSN SPORTS, LLC	921896152	SOFTBALLS	001-051-5331-0000	180.00
GALLS, LLC	024851409	GLOVE-SKOV	001-021-5305-0000	27.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-011-5201-0000	100.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-012-5201-0000	60.00

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SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-021-5201-0000	75.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-023-5201-0000	60.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-051-5201-0000	60.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-051-5201-0000	60.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-051-5201-0000	60.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	001-051-5201-0000	75.00
PEPSI-COLA	48801653	CONCESSION STOCK	001-051-5327-0000	469.58
TRAVELERS INSURANCE CEN...	4888M3239	NOTARY-AMANDA STALNAK...	001-012-5204-0000	90.00
CONRAD FIRE EQUIPMENT,I...	568623	VEHICLE REPAIR	001-023-5207-0000	398.53
INTRUST CARD CENTER	INV0047619	RICKARD MEETING-VELOCITY...	001-012-5211-0000	47.51
INTRUST CARD CENTER	INV0047619	RICKARD MEETING-PLANNIN...	001-012-5211-0000	73.58
INTRUST CARD CENTER	INV0047620	STAFF LUNCHEON	001-012-5211-0000	92.49
INTRUST CARD CENTER	INV0047620	OFFICE BLINDS, SHELF	001-012-5213-0000	181.56
INTRUST CARD CENTER	INV0047620	OFFICE SUPPLIES	001-012-5301-0000	67.09
INTRUST CARD CENTER	INV0047620	OFFICE SUPPLIES	001-012-5301-0000	51.80
INTRUST CARD CENTER	INV0047620	OFFICE SUPPLIES	001-012-5310-0000	33.44
INTRUST CARD CENTER	INV0047622	PD WOMEN CONFERENCE	001-021-5211-0000	38.87
INTRUST CARD CENTER	INV0047622	T BAKER RETIREMENT	001-021-5213-0000	41.96
INTRUST CARD CENTER	INV0047623	L TRAVNICHEK-COURT CLERK...	001-013-5211-0000	125.00
INTRUST CARD CENTER	INV0047623	M SHINKLE COURT CLERK C...	001-013-5211-0000	125.00
INTRUST CARD CENTER	INV0047623	FRAME	001-021-5213-0000	10.54
INTRUST CARD CENTER	INV0047623	KAYLA POSTAGE FEES	001-021-5213-0000	32.65
INTRUST CARD CENTER	INV0047623	SQUAD ROOM PRINTER CAR...	001-021-5213-0000	223.78
INTRUST CARD CENTER	INV0047624	TASER INSTRUCTORx2	001-021-5211-0000	990.00
INTRUST CARD CENTER	INV0047624	MEAL CONFERENCE	001-021-5211-0000	17.16
INTRUST CARD CENTER	INV0047624	FUEL CONFERENCE 6-15-23	001-021-5211-0000	50.19
INTRUST CARD CENTER	INV0047624	POWER CORD FOR ELLIPTICAL	001-021-5213-0000	14.24
INTRUST CARD CENTER	INV0047624	FLOWERS-T BAKER RETIREM...	001-021-5213-0000	72.00
INTRUST CARD CENTER	INV0047624	MAG POUCH-J MCCOY	001-021-5305-0000	9.99
INTRUST CARD CENTER	INV0047624	HANDCUFF DUTY BELT-SKOV	001-021-5305-0000	88.61
INTRUST CARD CENTER	INV0047624	EQUIPMENT-SKOV	001-021-5305-0000	22.54
INTRUST CARD CENTER	INV0047624	CUSTOM NAME TAPE-SKOV	001-021-5305-0000	6.98
INTRUST CARD CENTER	INV0047624	BELT MAG POUCH MACE-SK...	001-021-5305-0000	86.47
INTRUST CARD CENTER	INV0047624	GLOVE POUCH-SKOV	001-021-5305-0000	10.99
INTRUST CARD CENTER	INV0047624	PANTS-SKOV	001-021-5305-0000	264.45
INTRUST CARD CENTER	INV0047625	T BAKER RETIREMENT PRINTS	001-021-5213-0000	20.64
INTRUST CARD CENTER	INV0047625	T BAKER RETIREMENT CUPS/...	001-021-5213-0000	37.80
INTRUST CARD CENTER	INV0047625	T BAKER RETIREMENT PLAQ...	001-021-5213-0000	100.35
INTRUST CARD CENTER	INV0047625	NAME BADGE SKOV	001-021-5305-0000	8.75
INTRUST CARD CENTER	INV0047689	PU3 - SAMS/CONCESSIONS - ...	001-051-5327-0000	98.04
INTRUST CARD CENTER	INV0047691	4TH OF JULY - MAILING FLYE...	001-011-5310-0000	868.46
INTRUST CARD CENTER	INV0047691	4TH OF JULY CHIPS, CONCESS...	001-011-5310-0000	201.38
INTRUST CARD CENTER	INV0047691	CLOTHING	001-033-5305-0000	99.90
INTRUST CARD CENTER	INV0047691	IRRIGATION SUPPLIES	001-033-5308-0000	1,095.99

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INTRUST CARD CENTER	INV0047691	CONCESSION STOCK - GUM	001-051-5327-0000	19.49
INTRUST CARD CENTER	INV0047691	CONCESSION STOCK - CANDY,...	001-051-5327-0000	218.86
INTRUST CARD CENTER	INV0047691	CONCESSION STOCK - CANDY,...	001-051-5327-0000	428.34
INTRUST CARD CENTER	INV0047691	CONCESSION STOCK - PIZZAS	001-051-5327-0000	200.00
INTRUST CARD CENTER	INV0047691	CONCESSION STOCK - CANDY	001-051-5327-0000	179.00
INTRUST CARD CENTER	INV0047691	4TH OF JULY CHIPS, CONCESS...	001-051-5327-0000	83.88
INTRUST CARD CENTER	INV0047692	FIELD PAINT, SOFTBALLS	001-051-5308-0000	1,624.75
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK	001-051-5327-0000	237.68
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK - ICE CR...	001-051-5327-0000	47.85
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK - POPSIC...	001-051-5327-0000	67.44
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK - CANDY	001-051-5327-0000	83.96
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK - SEEDS,...	001-051-5327-0000	164.38
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK, STORA...	001-051-5327-0000	28.60
INTRUST CARD CENTER	INV0047692	FIELD PAINT, SOFTBALLS	001-051-5331-0000	113.93
INTRUST CARD CENTER	INV0047692	CUPS	001-052-5310-0000	13.47
INTRUST CARD CENTER	INV0047692	SANDWICH BAGS FOR POOL	001-052-5310-0000	9.98
INTRUST CARD CENTER	INV0047692	POOL SUPPLIES	001-052-5310-0000	94.28
INTRUST CARD CENTER	INV0047692	CONCESSION STOCK, STORA...	001-052-5310-0000	32.94
INTRUST CARD CENTER	INV0047693	CEMETERY LUNCH	001-042-5213-0000	108.30
INTRUST CARD CENTER	INV0047695	ICC SUBSCRIPTION - ONLINE ...	001-023-5211-0000	300.00
INTRUST CARD CENTER	INV0047695	FETN	001-023-5211-0000	300.00
INTRUST CARD CENTER	INV0047695	SD CARDS	001-023-5301-0000	44.80
INTRUST CARD CENTER	INV0047695	FUEL	001-023-5303-0000	37.22
INTRUST CARD CENTER	INV0047696	SUPPLIES	001-023-5309-0000	96.15
INTRUST CARD CENTER	INV0047697	TRAINING MEAL	001-023-5211-0000	30.00
INTRUST CARD CENTER	INV0047697	TRAINING MEAL	001-023-5211-0000	28.25
INTRUST CARD CENTER	INV0047697	CAT LITTER	001-023-5310-0000	77.74
INTRUST CARD CENTER	INV0047698	ICC SUBSCRIPTION	001-023-5211-0000	300.00
INTRUST CARD CENTER	INV0047702	FACEBOOK-EXPERIENCE EL D...	001-012-5212-0000	8.13
INTRUST CARD CENTER	INV0047702	FACEBOOK-EXPERIENCE EL D...	001-021-5212-0000	54.41
INTRUST CARD CENTER	INV0047702	VISTAPRINT-BUSINESS CARDS	001-021-5212-0000	47.99
INTRUST CARD CENTER	INV0047703	CITY BLUE PRINT-2023 ACFR ...	001-011-5212-0000	4.10
INTRUST CARD CENTER	INV0047704	WAL MART-POP/CANDY/WA...	001-011-5213-0000	82.72
INTRUST CARD CENTER	INV0047704	WAL MART-COMMISSION R...	001-011-5213-0000	97.06
INTRUST CARD CENTER	INV0047705	TWO BROTHERS-LUNCH W/...	001-011-5211-0000	17.76
INTRUST CARD CENTER	INV0047705	BREW CO-LUNCH W/MAYOR...	001-011-5211-0000	12.40
INTRUST CARD CENTER	INV0047705	JIMMY'S EGGS-LUNCH W/M...	001-011-5211-0000	17.31
INTRUST CARD CENTER	INV0047705	BREWCO-MTG WITH COMM...	001-011-5211-0000	6.08
INTRUST CARD CENTER	INV0047719	ECOBEE-FOREIGN TRANSACT...	001-023-5211-0000	0.14
INTRUST CARD CENTER	INV0047720	WAL MART-BLEACH/BATTERI...	001-041-5301-0000	8.94
INTRUST CARD CENTER	INV0047720	WAL MART-BLEACH/BATTERI...	001-041-5310-0000	230.28
PYE-BARKER FIRE & SAFETY L...	PSI1070531	ANNUAL FIRE EXT INSPECTI...	001-023-5307-0000	256.00
PYE-BARKER FIRE & SAFETY L...	PSI1070544	ANNUAL FIRE EXT. INSPECTI...	001-023-5307-0000	1,443.00
PYE-BARKER FIRE & SAFETY L...	PSI1070548	ANNUAL FIRE EXT. INSPECTI...	001-051-5201-0000	28.00

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PYE-BARKER FIRE & SAFETY L...	PSI1070550	ANNUAL FIRE EXT. INSPECTI...	001-051-5201-0000	25.00
PYE-BARKER FIRE & SAFETY L...	PSI1070552	ANNUAL FIRE EXT. INSPECTI...	001-052-5201-0000	272.15
PYE-BARKER FIRE & SAFETY L...	PSI1070553	ANNUAL FIRE EXT. INSPECTI...	001-051-5201-0000	28.00
GALLS, LLC	024864015	BATON-SKOV	001-021-5305-0000	86.40
AMAZON CAPITAL SERVICES	1Y7W-4W3L-47T9	AMERICAN FLAGS	001-033-5310-0000	374.25
RAVENS CRAFT IMPLEMENT I...	30493	PARTS FOR KUBOTA TRACTOR	001-051-5307-0000	52.86
J&A TRAFFIC PRODUCTS	36234	#3901 GREEN APWA WATER ...	001-011-5310-0000	96.85
BRADY INDUSTRIES OF KANS...	8124849	CUPS FOR POOL	001-052-5310-0000	111.63
BUMPER TO BUMPER OF EL ...	904453	3 - BRAKE DISC PADS	001-021-5307-0000	172.26
BUMPER TO BUMPER OF EL ...	904492	PARTS FOR EQUIPMENT LIG...	001-051-5307-0000	49.77
PYE-BARKER FIRE & SAFETY L...	PSI1073657	FIRE EXTINGUISHER INSPECT...	001-041-5206-0000	95.25
PYE-BARKER FIRE & SAFETY L...	PSI1073668	ANNUAL FIRE EXT. INSPECTI...	001-051-5201-0000	40.00
PYE-BARKER FIRE & SAFETY L...	PSI1073681	FIRE EXT INSPECTION	001-012-5201-0000	25.00
PYE-BARKER FIRE & SAFETY L...	PSI1073758	CERT ANNUAL INSP	001-021-5201-0000	28.00
EASY ICE, LLC	00986978	ICE MACHINE REPAIR AT REC...	001-051-5207-0000	180.00
GALLS, LLC	024876369	FLEECE PULLOVER-WARRING...	001-021-5305-0000	50.39
GALLS, LLC	024876408	GEAR BAG-SKOV	001-021-5305-0000	40.50
EVERGY	1466557461 JUNE 2023	1384 NE SHADY CREEK RD AC...	001-051-5205-0000	659.19
SEVEN K COMPANY	187299	CLOTHING	001-023-5305-0000	544.35
AMERICAN FUN FOOD CO	2035870-0	CONCESSION STOCK	001-051-5327-0000	257.62
EVERGY	3072124258 JUNE 2023	1550 S HIGH ST SVC 5/22/20...	001-033-5205-0000	58.99
OFFICE PLUS OF KANSAS	4081587-0	CORRECTION TAPE	001-021-5301-0000	29.99
OFFICE PLUS OF KANSAS	4081610-0	LEGAL PADS	001-021-5301-0000	122.98
EVERGY	8175514546 JUNE 2023	501 BOULDER BLUFF RD SVC ...	001-051-5205-0000	22.74
BUMPER TO BUMPER OF EL ...	904550	BODY JOINT & SEAM SEALER	001-033-5310-0000	33.15
ACE HARDWARE	K81217	DRILL BIT FOR TOOL TRUCK	001-033-5302-0000	36.99
ACE HARDWARE	K81220	STIHL PARTS AND PAINT FOR...	001-051-5307-0000	28.50
ACE HARDWARE	K81220	STIHL PARTS AND PAINT FOR...	001-051-5308-0000	19.98
INTRUST BANK, N.A.	00087154161-54705 JUNE 2...	TOWER 1	001-023-7506-0000	10,214.61
INTRUST BANK, N.A.	00087154161-54705 JUNE 2...	TOWER 1	001-023-7516-0000	524.08
DON'S HEATING AND AIR INC	80319115954	AC REPAIR AT MAC - LOCKER...	001-051-5207-0000	213.00
ACE HARDWARE	K81227	GLOVES, BAG WORM CONT...	001-033-5305-0000	12.99
ACE HARDWARE	K81227	GLOVES, BAG WORM CONT...	001-033-5310-0000	58.98
ACE HARDWARE	K81237	ACID FOR POOL	001-052-5304-0000	19.98
AMAZON CAPITAL SERVICES	1FWY-VFJ1-M7D1	CONCESSION STOCK	001-051-5327-0000	30.39
ACE HARDWARE	K81238	SPRAYER	001-052-5310-0000	2.88
O'REILLY AUTOMOTIVE, INC	0255-336874	LIFT SUPPORT	001-023-5307-0000	35.08
BUMPER TO BUMPER OF EL ...	904675	HALOGEN BULB	001-021-5307-0000	8.48
JUSTIN LEE THORBURN	INV0047710	6-26-23 CHEYENNE PAMP 00...	001-000-1017-0000	200.00
ACE HARDWARE	K81250	POOL UMBRELLA	001-052-5310-0000	59.99
FASTENAL COMPANY	KSELD121792	IRRIGATION REPAIRS	001-033-5308-0000	17.02
SAFETY PLUS	RT1-007267	MONTHLY UP DATE FIRST AID	001-021-5312-0000	34.34
SUTHERLAND LUMBER TALL...	000104	PLIERS AND HOZE NOZZLES	001-033-5302-0000	22.99
SUTHERLAND LUMBER TALL...	000104	PLIERS AND HOZE NOZZLES	001-033-5310-0000	47.92

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SUTHERLAND LUMBER TALL...	000108	LUMBER	001-042-5308-0000	12.98
O'REILLY AUTOMOTIVE, INC	0255-336951	RAD FAN ASSEMBLY	001-021-5307-0000	316.74
AMAZON CAPITAL SERVICES	1KVD-KQWD-W4F6	FASTENERS AND LUMBER	001-011-5310-0000	129.92
AMAZON CAPITAL SERVICES	1KVD-KQWD-W4F6	FASTENERS AND LUMBER	001-051-5327-0000	58.36
AMAZON CAPITAL SERVICES	1WX1-CDFT-X1PR	ICE MACHINE PUMP AT SHOP	001-051-5307-0000	219.95
HERITAGE FIRE SPRINKLER, I...	21446	ANNUAL FIRE SPRINKLER INS...	001-021-5201-0000	385.00
HERITAGE FIRE SPRINKLER, I...	21446	ANNUAL FIRE SPRINKLER INS...	001-023-5201-0000	435.00
HERITAGE FIRE SPRINKLER, I...	21446	ANNUAL FIRE SPRINKLER INS...	001-051-5201-0000	335.00
PEPSI-COLA	46434104	4TH OF JULY SODA AND WAT...	001-011-5310-0000	376.80
SAMANTHA RENEE ROBINSON	INV0047711	6-27-23 TREVOR HYBSHA 00...	001-000-1017-0000	76.50
FOLEY INDUSTRIES	SS100065548	BACKHOE REPAIRS	001-042-5207-0000	2,944.45
AMAZON CAPITAL SERVICES	1G93-WKXD-6DHF	FILE CABINET REPLACEMENT...	001-021-5310-0000	72.88
CVI FUNERAL SUPPLY	370546	DISINTERMENT	001-042-5213-0000	509.50
BUMPER TO BUMPER OF EL ...	904808	SERPENTINE BELT	001-021-5307-0000	35.56
GALLS, LLC	024945181	SHORT SLEEVE-SKOV	001-021-5305-0000	50.24
COX COMMUNICATIONS	093980801 JULY 2023	ACT 093980801 SERVICE FR...	001-033-5205-0000	54.98
AMERICAN FUN FOOD CO	2036020-0	CONCESSION STOCK	001-051-5327-0000	238.54
AMERICAN FUN FOOD CO	2036051-0	4TH OF JULY - COTTON CAN...	001-011-5310-0000	93.50
T & D TIRE AND AUTO REPAIR	22790	TIRE REPAIRS - GATOR AND ...	001-033-5207-0000	20.00
D. GERBER COMMERCIALPO...	23270	CHEMICALS	001-052-5304-0000	1,410.19
ODP BUSINESS SOLUTIONS, L...	317013407001	METALLIC SHARPIES	001-012-5301-0000	15.95
STANFIELD ROOFING	3455	MCDONALD STADIUM REPAI...	001-051-5206-0000	500.12
OFFICE PLUS OF KANSAS	4081587-1	COPY PAPER	001-013-5301-0000	207.98
OFFICE PLUS OF KANSAS	4081587-1	COPY PAPER	001-021-5301-0000	207.98
OFFICE PLUS OF KANSAS	4081847-0	DVD/CD	001-013-5301-0000	81.97
OFFICE PLUS OF KANSAS	4081847-0	DVD/CD	001-021-5301-0000	81.97
HELENA AGRI-ENTERPRISES, ...	64259058	BALLFIELD CHEMICALS	001-051-5304-0000	512.73
ACE HARDWARE	K81309	FLAG POLES	001-033-5310-0000	207.65
PYE-BARKER FIRE & SAFETY L...	PSI1078763	FIRE EXTINGUISHER INSPECT...	001-023-5307-0000	40.00
STANARD & ASSOCIATES, INC.	SA000054718	15 ENTRY-LEVEL TEST	001-021-5213-0000	299.50
KANSAS DEPARTMENT OF RE...	004-486035394-F02 JUNE 20...	SALES TAX PERIOD 6/1/2023...	001-051-5209-0000	888.55
DIRE TRUCK PARTS, INC.	18971-1	HUB CAP AND PLUG	001-023-5307-0000	18.12
ASSURED OCCUPATIONAL SO...	2023-711	PRE-EMPLOYMENT	001-021-5201-0000	50.00
HERITAGE FIRE SPRINKLER, I...	21521	REBUILD B-FLOW PREVENTE...	001-023-5201-0000	883.24
HERITAGE FIRE SPRINKLER, I...	21531	3-YEAR DRY FIRE SPRINKLER ...	001-023-5201-0000	380.00
OPENTEXT INC.	2307861891	ENGINEERING	001-012-5205-0000	13.77
OPENTEXT INC.	2307861891	FIRE	001-023-5205-0000	12.65
OPENTEXT INC.	2307861891	REC	001-051-5205-0000	12.65
BLUESTEM ANIMAL CLINIC	233493	JUNE NEUTER/SPAY SERVICES	001-041-5201-0000	1,917.12
INDUSTRIAL SCIENTIFIC COR...	2647399	GAS MONITOR SUBSCRIPTION	001-023-5201-0000	423.85
GLOBAL PAYMENTS INTEGRA...	4131 JUNE 2023	4131 JUNE 2023 MERCHANT ...	001-051-5203-0000	298.21
GLOBAL PAYMENTS INTEGRA...	4132 JUNE 2023	4132 JUNE 2023 MERCHANT ...	001-013-5203-0000	404.53
GLOBAL PAYMENTS INTEGRA...	4132 JUNE 2023	4132 JUNE 2023 MERCHANT ...	001-021-5203-0000	404.52
GLOBAL PAYMENTS INTEGRA...	4133 JUNE 2023	4133 JUNE 2023 MERCHANT ...	001-012-5203-0000	345.33

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MARTIN PRINGLE ATTORNEY...	57805	GENERAL CITY ADVISING TH...	001-011-5201-0000	6,000.00
FABRICIO LACERDA	INV0047694	MILEAGE REIMBURSEMENT	001-033-5211-0000	35.64
PUBLIC WHOLESALE WATER ...	INV0047722	PUBLIC WHOLESALE WATER ...	001-051-5205-0000	50.00
MAX'S BREATHE EASY GASES...	R30288	CYLINDERS	001-051-5210-0000	35.00
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-RNR HEARING	001-011-5212-0000	40.80
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-323 S MAIN STREET ...	001-012-5212-0000	45.90
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-1425 E 6TH STREET ...	001-012-5212-0000	48.45
BUTLER COUNTY TIMES-GAZ...	STMT JAN 2022	LEGALS-800 W 6TH REZONE	001-012-5212-0000	44.20
EASY ICE, LLC	00991079	ICE MACHINE RENTAL AT CE...	001-051-5210-0000	166.88
EASY ICE, LLC	00991080	ICE MACHINE RENTAL AT EA...	001-051-5210-0000	166.88
EASY ICE, LLC	00991413	ICE MACHINE RENTAL AT MA...	001-051-5210-0000	169.52
COX COMMUNICATIONS	020513702 JULY 2023	ACT 020513702 SERVICE FR...	001-021-5205-0000	239.98
COX COMMUNICATIONS	028608401 JULY 2023	ADMIN	001-011-5205-0000	853.83
COX COMMUNICATIONS	028608401 JULY 2023	ENGINEERING	001-012-5205-0000	251.13
COX COMMUNICATIONS	028608401 JULY 2023	BUILDING/ZONING	001-012-5205-0000	200.91
COX COMMUNICATIONS	028608401 JULY 2023	POLICE	001-021-5205-0000	904.08
COX COMMUNICATIONS	028608401 JULY 2023	FIRE 2	001-023-5205-0000	351.59
COX COMMUNICATIONS	028608401 JULY 2023	FIRE 2 INTERNET/CABLE	001-023-5205-0000	170.25
COX COMMUNICATIONS	028608401 JULY 2023	FIRE	001-023-5205-0000	502.27
COX COMMUNICATIONS	028608401 JULY 2023	PARKS	001-033-5205-0000	75.34
COX COMMUNICATIONS	028608401 JULY 2023	ANIMAL SHELTER	001-041-5205-0000	125.57
COX COMMUNICATIONS	028608401 JULY 2023	CEMETERY	001-042-5205-0000	50.23
COX COMMUNICATIONS	028608401 JULY 2023	REC	001-051-5205-0000	301.36
COX COMMUNICATIONS	028608401 JULY 2023	ACTIVITY CENTER	001-051-5205-0000	150.68
DAVIS, MANLEY & LANE, LLC	10277	PROSECUTORIAL SERVICES J...	001-013-5201-0000	4,000.00
GCSAA	1262963	MEMBERSHIP RENEWAL 7/1...	001-051-5211-0000	465.00
TYLER TECHNOLOGIES, INC	130-137497	BRAZOS SOFTWARE MAINTEN...	001-013-5201-0000	4,885.99
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	001-012-5201-0000	47.09
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	001-021-5201-0000	235.47
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	001-023-5201-0000	133.43
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	001-051-5201-0000	94.19
TRANSUNION RISK AND ALT...	65671-202306-1	MONTHLY BILLING JUNE 2023	001-021-5201-0000	179.00
ISERVE	6890	CONTRACT FACILITY SERVICE...	001-014-5201-0000	4,588.00
SUTHERLAND LUMBER TALL...	000167	KITCHEN FAUCET STATION 1	001-023-5306-0000	109.99
O'REILLY AUTOMOTIVE, INC	0255-338140	NEW CV SHAFT	001-021-5307-0000	112.58
PITNEY BOWES INC	3317730483	RENTAL	001-011-5213-0000	151.53
PITNEY BOWES INC	3317730483	RENTAL	001-021-5213-0000	202.04
PITNEY BOWES INC	3317730483	RENTAL	001-023-5213-0000	50.51
INTERSTATE BATTERIES OF C...	45051192	MTP-48/H6 - MTP-65HD	001-021-5307-0000	291.90
KANSAS GAS SERVICE	510264198 1615244 36 JUNE...	222 E LOCUST AVE SVC FROM..	001-041-5205-0000	136.26
VERIZON CONNECT FLEET US...	628000041922	MONTHLY SERVICES	001-033-5205-0000	529.01
4 STATE MAINTENANCE SUP...	657782	TISSUES/URINALS/LINERS	001-014-5310-0000	779.65
BUMPER TO BUMPER OF EL ...	905082	OIL FILTER - POLICE	001-021-5307-0000	4.85
RECREATION REFUND ACCT	91540	91540 AMANDA SARTIN - TR...	001-000-4621-0000	100.00

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ACE HARDWARE	K81348	4TH OF JULY WIFFLE BALL SU...	001-011-5310-0000	18.36
XEROX FINANCIAL SERVICES	4482183	LEASE PAYMENT JUNE / JULY	001-051-5210-0000	138.02
SUTHERLAND LUMBER TALL...	000192	WATER HYDRANT HEADS	001-042-5308-0000	169.98
EVERGY	0722196528 JUNE 2023	602 E 12TH AVE CROSSWALK...	001-012-5205-0000	861.11
SUSAN B ALLEN MEMORIAL ...	23-6	POST OFFER SCREENS-CAME...	001-021-5201-0000	65.00
PEPSI-COLA	43379603	CONCESSION STOCK	001-051-5327-0000	310.12
BUTLER COUNTY SHERIFF	45112-ELD	JUNE INMATE HOUSING 2023	001-013-5311-0000	7,035.00
RECREATION REFUND ACCT	91541	91541 LOREN JACK - PARK RE...	001-000-4620-0000	30.00
OFFICE OF THE KANSAS STAT...	INV0047707	JUDLAW FEE JUNE 2021	001-000-1014-0000	113.00
OFFICE OF THE KANSAS STAT...	INV0047707	JUDLAW FEE JUNE 2021	001-000-1016-0000	359.86
OFFICE OF THE KANSAS STAT...	INV0047707	JUDLAW FEE JUNE 2021	001-000-1018-0000	2,529.67
OFFICE OF THE KANSAS STAT...	INV0047707	JUDLAW FEE JUNE 2021	001-000-1021-0000	920.00
INTRUST CARD CENTER	INV0047718	ROCKAUTO-DIFFERENTIAL L...	001-021-5307-0000	389.78
INTRUST CARD CENTER	INV0047718	ECOBEE-FIRE 2 THERMOSTAT...	001-023-5211-0000	7.48
INTRUST CARD CENTER	INV0047718	WAL MART- BLEACH/CAT FO...	001-041-5310-0000	152.80
ACE HARDWARE	K81360	CHEMICALS, DISCONNECTS	001-051-5310-0000	11.97
ACE HARDWARE	K81360	CHEMICALS, DISCONNECTS	001-052-5304-0000	23.98
ACE HARDWARE	K81361	TAP WRENCH	001-051-5302-0000	9.99
ACE HARDWARE	K81365	TAPE	001-051-5310-0000	13.99
WICHITA KENWORTH	01P190281	PART	001-023-5307-0000	143.22
EVERGY	1346147609 JUNE 2023	932 N MAIN ST PARK SVC 6/6...	001-033-5205-0000	382.25
AMERICAN FUN FOOD CO	2036191-0	CONCESSION STOCK	001-051-5327-0000	215.68
D. GERBER COMMERCIALPO...	23276	CHEMICALS	001-052-5304-0000	3,788.50
D. GERBER COMMERCIALPO...	23277	CHEMICALS	001-052-5304-0000	1,411.62
EVERGY	2616450029 JUNE 2023	924 M MAIN ST SAL SVC 6/5/...	001-033-5205-0000	62.21
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	001-011-5213-0000	500.00
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	001-021-5213-0000	500.00
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	001-023-5213-0000	125.00
ACE HARDWARE	K81374	TOOL	001-033-5302-0000	9.99
SUTHERLAND LUMBER TALL...	000209	BATTERIES	001-042-5310-0000	7.99
AMAZON CAPITAL SERVICES	191T-Y4GG-R3XG	BINDERS AND SIGNS	001-023-5301-0000	95.96
CAMI R BAKER	CBAKER7-2023	JULY JUDICIAL SERVICES 2023	001-013-5201-0000	3,000.00
SUTHERLAND LUMBER TALL...	000241	FENCE REPAIR AT NM	001-033-5308-0000	97.89
T & D TIRE AND AUTO REPAIR	22856	TIRE REPAIR	001-023-5207-0000	35.00
KANSASLAND TIRE WHOLESA...	76378	TIRE P225-60R18 - 11R22.5	001-021-5307-0000	135.30
VERIZON WIRELESS	9939407785	COMMISSION - KELLY TETRICK	001-011-5205-0000	40.01
VERIZON WIRELESS	9939407785	COMMISSION - KENDRA WILK.	001-011-5205-0000	40.01
VERIZON WIRELESS	9939407785	COMMISSION - GREGG LEWIS	001-011-5205-0000	40.01
VERIZON WIRELESS	9939407785	COMMISSION - LEON LEACH...	001-011-5205-0000	40.01
VERIZON WIRELESS	9939407785	COMMISSION - BILL YOUNG	001-011-5205-0000	40.01
VERIZON WIRELESS	9939407785	SCOTT PECHIN	001-012-5205-0000	41.35
VERIZON WIRELESS	9939407785	GPS HOTSPOT	001-012-5205-0000	40.01
VERIZON WIRELESS	9939407785	PD BEAT 1	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	ETHAN HERRICK	001-021-5205-0000	46.35

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VERIZON WIRELESS	9939407785	KAYLA GATZ	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	KEN TEMAAT	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	PD LT	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	PD BEAT 3	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	SARAH MCKEE	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	PD SERGEANT	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	SCOTT ROBERTS	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	PD BEAT 2	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	JOHN THOMPSON	001-021-5205-0000	46.35
VERIZON WIRELESS	9939407785	PD BUYPHONE	001-021-5205-0000	41.35
VERIZON WIRELESS	9939407785	FIRE CAPTAINS	001-023-5205-0000	41.35
VERIZON WIRELESS	9939407785	FIRE HOTSPOT 2	001-023-5205-0000	40.01
VERIZON WIRELESS	9939407785	TONY YAGHJIAN	001-023-5205-0000	40.01
VERIZON WIRELESS	9939407785	FIRE HOTSPOT 1	001-023-5205-0000	40.07
VERIZON WIRELESS	9939407785	RECREATION CLOCK IN PHO...	001-051-5205-0000	41.35
VERIZON WIRELESS	9939407785	RECREATION CLOCK IN PHO...	001-051-5205-0000	41.35
VERIZON WIRELESS	9939407785	RECREATION CLOCK IN PHO...	001-051-5205-0000	41.35
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	001-021-5303-0000	89.15
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	001-023-5303-0000	89.18
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	001-033-5303-0000	89.15
RAVENSRAFT IMPLEMENT I...	30685	WHEEL FOR LANDPRIDE MO...	001-051-5307-0000	261.22
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	216/220 E FIRST AVE	001-011-5205-0000	31.32
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	226 N VINE	001-012-5205-0000	82.84
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	388 E CENTRAL	001-021-5205-0000	84.92
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	216/220 E FIRST AVE	001-023-5205-0000	26.97
RECREATION REFUND ACCT	91542	91542 BRANDI MCHALEY - T...	001-000-4621-0000	70.00
IMAGEQUEST INC.	IN4578538	ADMIN PRINTER SVC 6/16/2...	001-011-5210-0000	67.61
KIWANIS CLUB OF EL DORADO	INV0047732	PRO RATED DUES - HOLTON	001-021-5211-0000	80.00
ACE HARDWARE	K81421	POOL CHEMCIALS, WEED EA...	001-051-5310-0000	32.00
ACE HARDWARE	K81421	POOL CHEMCIALS, WEED EA...	001-052-5304-0000	19.98
COX COMMUNICATIONS	075905901 JULY 2023	ACT 075905901 SERVICE FR...	001-052-5205-0000	48.65
AMAZON CAPITAL SERVICES	1NVF-YDDH-C3LH	FLASH DRIVE, COFFEE	001-012-5301-0000	22.99
AMAZON CAPITAL SERVICES	1NVF-YDDH-C3LH	FLASH DRIVE, COFFEE	001-012-5310-0000	83.47
RECREATION REFUND ACCT	91543	91543 BEVERLY DRAKE - TRA...	001-000-4621-0000	70.00
ACE HARDWARE	K81445	WEED EATER STRING, GAS C...	001-033-5310-0000	97.97
ACE HARDWARE	K81446	WEED EATER STRING EXCHA...	001-033-5310-0000	-7.00
T & D TIRE AND AUTO REPAIR	22878	BACKHOE REPAIR	001-042-5207-0000	40.00
WOODRIVER ENERGY LLC	346568	210 E 1ST AVE-ADMIN	001-011-5205-0000	6.97
WOODRIVER ENERGY LLC	346568	388 E CENTRAL-POLICE DEPT	001-021-5205-0000	3.50
WOODRIVER ENERGY LLC	346568	222 E LOCUST AVE-ANIMAL ...	001-041-5205-0000	115.10
EVERGY	9882584222 JUNE 2023	STREET LIGHTS SVC 6/13/20...	001-012-5205-0000	14,492.78
ACE HARDWARE	K81452	CHEMICALS	001-052-5304-0000	9.99
AMAZON CAPITAL SERVICES	1Q4M-C7JD-TKXP	ELEVATOR KEYS	001-023-5310-0000	15.47
O'REILLY AUTOMOTIVE, INC	0255-340717	ANTIFREEZE	001-023-5307-0000	91.96

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Vendor Name	Payable Number	Description (Item)	Account Number	Amount
DOTY BELT LLC	10007	DOTY BELT MEDICAL SET (2)	001-023-5312-0000	710.80
HOOVER MOWER SALES, LLC	15506	SCAG MOWER REPAIRS	001-033-5307-0000	153.55
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-012-5210-0000	233.00
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-013-5210-0000	116.50
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-021-5210-0000	116.50
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-023-5210-0000	248.00
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-023-5210-0000	30.00
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	001-042-5210-0000	49.00
BUTLER COUNTY PRINTING	41957	INSPECTION FORMS	001-012-5212-0000	428.00
COLUMN SOFTWARE PBC	7B937DAD-0056	SUP 703 S MAIN 8/1/2023	001-012-5212-0000	43.35
RECREATION REFUND ACCT	91544	91544 ROBERT WIGHT - LIFE...	001-052-5201-0000	200.00
COX COMMUNICATIONS	094041101 JULY 2023	ACT 094041101 SERVICE FR...	001-021-5205-0000	54.98
AMAZON CAPITAL SERVICES	11FW-DXVJ-YWY1	FLASH DRIVE PHOTO STICK	001-012-5301-0000	29.99
AMAZON CAPITAL SERVICES	147J-CH37-XPLD	PLOTTER PAPER & INK	001-012-5301-0000	307.23
RAVENS CRAFT IMPLEMENT I...	30769	EQUIPMENT SUPPLIES	001-042-5307-0000	145.07
WELLS DESIGNS, INC. & F5 I...	3506	SP SOCCER, 4TH OF JULY, REC...	001-011-5305-0000	336.02
WELLS DESIGNS, INC. & F5 I...	3506	SP SOCCER, 4TH OF JULY, REC...	001-051-5305-0000	292.00
WELLS DESIGNS, INC. & F5 I...	3506	SP SOCCER, 4TH OF JULY, REC...	001-051-5330-0000	1,141.84
AUGUSTA HISTORIC THEATRE	INV0047793	"SOUND OF FREEDOM" FREE...	001-021-5213-0000	200.00
RAVENS CRAFT IMPLEMENT I...	R30771	MOWER REPAIR	001-042-5207-0000	271.69
RYAN SMITH	41	APRIL MAY JUNE 2023	001-013-5201-0000	3,754.00
BUTLER COUNTY REGISTER O...	INV0047799	DEEDS #5017-5019	001-042-5213-0000	63.00
ACE HARDWARE	K81524	GAS CAN AND BATTERIES	001-033-5310-0000	76.96
INTRUST BANK, N.A.	INV0047874	ACCOUNT ANALYSIS FEE - JU...	001-011-5203-0000	525.44
EVERGY	6324615363 JULY 2023	201 E CENTRAL AVE 1 SVC 6/...	001-051-5205-0000	941.33
PETTY CASH	INV0047807	CASH DRAWER FOR COURT C...	001-021-5213-0000	150.00
Fund 001 - GENERAL FUND Total:				133,553.10
Fund: 002 - EQUIPMENT RESERVE FUND				
VAN WALL EQUIPMENT, INC	5930935	REEL MOWER	002-051-7401-0000	6,500.00
VAN WALL EQUIPMENT, INC	5936957	GATORS - REC AND PARKS	002-033-7401-0000	2,458.34
VAN WALL EQUIPMENT, INC	5936957	GATORS - REC AND PARKS	002-051-7401-0000	4,916.66
Fund 002 - EQUIPMENT RESERVE FUND Total:				13,875.00
Fund: 003 - AIRPORT FUND				
O'REILLY AUTOMOTIVE, INC	0255-334537	TRUFLEX BELT	003-011-5307-0000	10.26
ASCENT AVIATION GROUP, I...	941724	AIRPORT FUEL	003-000-0410-0000	19,449.53
INTRUST CARD CENTER	INV0047720	KAA 2023 ANNUAL CONFER...	003-011-5211-0000	150.00
INTRUST CARD CENTER	INV0047720	QUALITY INN-2023 AAA CON...	003-011-5211-0000	245.38
INTRUST CARD CENTER	INV0047720	PETE'S STEAK HOUSE-2023 A...	003-011-5211-0000	21.70
INTRUST CARD CENTER	INV0047720	SHELL-2023 AAA CONFEREN...	003-011-5303-0000	32.72
EVERGY	3110758812 JUNE 2023	1485 SE 30TH ST G SVC 5/22...	003-011-5205-0000	24.46
EVERGY	4075179327 JUNE 2023	1485 SE 30TH ST I SVC 5/22/...	003-011-5205-0000	86.51
BUMPER TO BUMPER OF EL ...	904541	IGNITION SWITCH	003-011-5307-0000	19.75
BUMPER TO BUMPER OF EL ...	904554	SERPENTINE BELT	003-011-5307-0000	32.49

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BUMPER TO BUMPER OF EL ...	904563	RELAY / 3 FUSES	003-011-5307-0000	20.63
PYE-BARKER FIRE & SAFETY L...	PSI1078792	FIRE EXT INSPECTION/CERT ...	003-011-5201-0000	432.00
KANSAS DEPARTMENT OF RE...	004-486035394-F01 JUNE 20...	SALES TAX PERIOD 6/1/2023...	003-011-5209-0000	809.23
BUTLER COUNTY RWD #6	0516 JUNE 2023	WATER USAGE - JUNE 2023	003-011-5205-0000	68.20
HEARTLAND ACQUISITION LLC	2418 JUNE 2023	2418 JUNE 2023 MERCHANT ...	003-011-5203-0000	455.14
DOUBLE CHECK COMPANY, I...	SMI-95239	DIAGNOSE/REPAIR FUEL ME...	003-011-5207-0000	1,601.32
COX COMMUNICATIONS	028608401 JULY 2023	AIRPORT	003-011-5205-0000	50.23
SUTHERLAND LUMBER TALL...	000188	WATER HEATER ELEMENT	003-011-5310-0000	13.99
DOUBLE CHECK COMPANY, I...	I-0532011	AIRPORT - GASKET	003-011-5307-0000	44.42
VERIZON WIRELESS	9939398572	ACT 942026139-00001 SVC 6...	003-011-5205-0000	32.63
EVERGY	2053112166 JULY 2023	1485 SE 30TH ST SAL SVC 6/1...	003-011-5205-0000	41.47
Fund 003 - AIRPORT FUND Total:				23,642.06
Fund: 004 - FAMILY LIFE CENTER GRANT FUND				
BUTLER HOMELESS INITIATIV...	202306 ESG CARES 20	MAY 2023 ESG CARES FFY20...	004-028-5213-0000	26,028.80
FAMILY LIFE CENTER	202306 ESG CARES 20	JUNE 1-23 2023 ESG CARES-F...	004-028-5213-0000	12,068.69
FAMILY LIFE CENTER	202306 ESG CARES 20	MAY 2023 ESG CARES-FFY20...	004-028-5213-0000	3,586.26
Fund 004 - FAMILY LIFE CENTER GRANT FUND Total:				41,683.75
Fund: 005 - EL DORADO SENIOR CENTER FUND				
INTRUST CARD CENTER	INV0047704	WAL-MART-OFFICE SUPPLIES ..	005-011-5301-0000	99.94
INTRUST CARD CENTER	INV0047704	WAL-MART-PROGRAM POTL...	005-011-5310-0000	94.57
INTRUST CARD CENTER	INV0047704	WAL-MART-ESC SPLASH (POP...	005-011-5310-0000	68.12
INTRUST CARD CENTER	INV0047706	CHARLEY'S APPLIANCE-REFRI...	005-011-5315-0000	499.00
BRADY INDUSTRIES OF KANS...	8140120	BUILDING SUPPLIES-TRASH B...	005-011-5309-0000	443.71
BRADY INDUSTRIES OF KANS...	8140120	PROGRAM LUNCH ROOM - D...	005-011-5310-0000	265.77
BRADY INDUSTRIES OF KANS...	8140120	PROGRAM LUNCH ROOM- C...	005-011-5310-0000	103.63
OPENTEXT INC.	2307861891	SR CENTER	005-011-5205-0000	12.93
COX COMMUNICATIONS	028608401 JULY 2023	SR CENTER CABLE	005-011-5205-0000	16.78
COX COMMUNICATIONS	028608401 JULY 2023	SR CENTER	005-011-5205-0000	100.45
AMAZON CAPITAL SERVICES	1F9C-FG7K-XKKQ	BUILDING SUPPLIES-TRASH B...	005-011-5309-0000	268.61
AMAZON CAPITAL SERVICES	1F9C-FG7K-XKKQ	PROGRAM-LUNCH ROOM-F...	005-011-5310-0000	53.33
AMAZON CAPITAL SERVICES	1F9C-FG7K-XKKQ	PROGRAM LUNCH ROOM - N...	005-011-5310-0000	156.75
BRADY INDUSTRIES OF KANS...	8149785	BUILDING SUPPLIES	005-011-5309-0000	-270.74
BRADY INDUSTRIES OF KANS...	8149785	PROGRAM-LUNCH ROOM	005-011-5310-0000	-103.63
BRADY INDUSTRIES OF KANS...	8149785	PROGRAM LUNCH ROOM	005-011-5310-0000	-265.77
BRADY INDUSTRIES OF KANS...	8149798	BUILDING SUPPLIES-TRASH B...	005-011-5309-0000	148.45
BRADY INDUSTRIES OF KANS...	8149798	PROGRAM-LUNCH ROOM C...	005-011-5310-0000	58.46
BRADY INDUSTRIES OF KANS...	8149798	PROGRAM LUNCH ROOM-N...	005-011-5310-0000	145.78
PETTY CASH	INV0047731	PROGRAM-POTLUCK DOLLAR...	005-011-5213-0000	7.50
PETTY CASH	INV0047731	PROGRAM-POTLUCK DILLONS..	005-011-5310-0000	36.26
PETTY CASH	INV0047731	PROGRAM-POTLUCK DILLONS..	005-011-5310-0000	6.74
PETTY CASH	INV0047731	PROGRAM-LUNCH ROOM DI...	005-011-5310-0000	82.16
PETTY CASH	INV0047731	PROGRAM-LUNCHROOM DIL...	005-011-5310-0000	2.99
EMC INSURANCE	7001094976	COMM PROP & GEN LIAB	005-011-5204-0000	276.40

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VERIZON WIRELESS	9939407785	SENIOR CENTER	005-011-5205-0000	41.35
SENIOR CENTER REFUND AC...	1049	1049 JOE RUIZ - CLEANING 6...	005-011-5202-0000	312.00
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	210 E SECOND AVE	005-011-5205-0000	84.92
PETTY CASH	INV0047792	KITCHEN SUPPLIES-EXPRESS ...	005-011-5201-0000	7.50
PETTY CASH	INV0047792	PROGRAM-POTLUCK DILLONS..	005-011-5213-0000	23.97
PETTY CASH	INV0047792	PROGRAM-LUNCH ROOM DI...	005-011-5310-0000	4.29
PETTY CASH	INV0047792	PROGRAM-POTLUCK DILLONS..	005-011-5310-0000	13.86
AMAZON CAPITAL SERVICES	1HH9-GKVH-9TKX	12 OZ U-RIM COLD CUPS (20...	005-011-5310-0000	271.80
WOODRIVER ENERGY LLC	346568	210 E 2ND AVE-SENIOR CENT...	005-011-5205-0000	3.50
LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	005-011-5210-0000	209.00
PETTY CASH	INV0047806	FUNDRAISER-5TH SUNDAY D...	005-011-5310-0000	46.64
PETTY CASH	INV0047806	PROGRAM - LUNCH ROOM T...	005-011-5310-0000	68.45
Fund 005 - EL DORADO SENIOR CENTER FUND Total:				3,395.47

Fund: 007 - MAJOR STREET FUND

LKQ MID-AMERICA AUTO PA...	137698382	RETURN AXLE ASSEMBLY	007-034-5307-0000	-1,231.00
LKQ MID-AMERICA AUTO PA...	143396571	FUSE BOX, ELECTRONIC CHA...	007-034-5307-0000	195.00
LKQ MID-AMERICA AUTO PA...	143587017	TRIM PANEL FRONT DOOR	007-034-5307-0000	130.00
LKQ MID-AMERICA AUTO PA...	144434279	ANTI LOCK BRAKE PARTS	007-034-5307-0000	50.00
BOMGAARS SUPPLY INC.	009317	PW - RAINSUIT - SPENCER, D...	007-034-5305-0000	16.99
FLEET FUELS, LLC	21275	CHEVRON DELO TORQ - SAE ...	007-034-5303-0000	776.40
CONCRETE MATERIALS CO.	660970	28 TON MASON SAND DELIV...	007-034-5308-0000	700.00
CONCRETE MATERIALS CO.	661263	3 CY ROCK DELIVERED TO 118..	007-034-5308-0000	440.75
BUMPER TO BUMPER OF EL ...	904019	OIL FILTER/HYDRAULIC FILTER	007-034-5307-0000	19.59
CONCRETE MATERIALS CO.	661324	10 CY DELIVERED TO 5TH AVE..	007-034-5308-0000	1,528.75
BUMPER TO BUMPER OF EL ...	904072	BELT	007-034-5307-0000	24.67
CONCRETE MATERIALS CO.	661943	10.5 CY ROCK NO ASH DELIV...	007-034-5308-0000	1,289.75
GFL ENVIRONMENTAL SERVI...	LQ01803183	USED OIL	007-034-5201-0000	89.96
SUTHERLAND LUMBER TALL...	000026	BEDDAR WD/SOCKET ADPT ...	007-034-5310-0000	32.47
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	007-034-5201-0000	75.00
CONCRETE MATERIALS CO.	662664	2.50 CY CURB/GUTTER CEM...	007-034-5308-0000	373.75
INTRUST CARD CENTER	INV0047717	GOOGLE WEATHER-WEATHE...	007-034-5211-0000	12.89
INTRUST CARD CENTER	INV0047717	GOOGLE WEATHER-WEATHE...	007-034-5211-0000	12.89
INTRUST CARD CENTER	INV0047717	AMAZON-MONSTER ENERGY ...	007-034-5310-0000	26.56
INTRUST CARD CENTER	INV0047717	AMAZON-DRINK PACKETS	007-034-5310-0000	11.96
INTRUST CARD CENTER	INV0047717	MENARDS-6"ADAPTERS&PL...	007-034-5310-0000	120.72
INTRUST CARD CENTER	INV0047717	AMAZON-1/4" STAR HOLE P...	007-034-5310-0000	7.50
INTRUST CARD CENTER	INV0047720	DILLONS-BOTTLED WATER	007-034-5211-0000	4.99
INTRUST CARD CENTER	INV0047720	GAMBINO'S-TRAINING	007-034-5211-0000	177.82
INTRUST CARD CENTER	INV0047720	ROCKAUTO-BRAKE HOSE/CAL...	007-034-5307-0000	83.32
KEY EQUIPMENT & SUPPLY ...	KC208927	SB SEGMENT SET/DIRT SHOE...	007-034-5307-0000	670.33
AUSTIN HOSE	01822271	HYDRAULIC HOSE ASSEMBLY ...	007-034-5207-0000	359.72
BUMPER TO BUMPER OF EL ...	904514	OIL FILTER	007-034-5307-0000	6.60
PYE-BARKER FIRE & SAFETY L...	PSI1073626	RECHARGE FIRE EXTINGUISH...	007-034-5206-0000	768.00

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SUTHERLAND LUMBER TALL...	000060	CLEAR 2-TON EPOXY/LEXEL C...	007-034-5310-0000	11.78
GADES SALES CO	0084863-IN	CENTRAL & VILLAGE KNOCK...	007-034-7401-0000	15,986.00
BUMPER TO BUMPER OF EL ...	904542	3 - ROCKER SWITCH	007-034-5307-0000	14.04
WHEAT STATE RENTAL, INC.	I-003208	ASPHALT ROLLER	007-034-5210-0000	180.00
FOLEY INDUSTRIES	PS000309529	SPRINGS AS-GA	007-034-5307-0000	101.50
1000 BULBS.COM	W03673323	PLTS-11951 ROTATABLE LENS..	007-034-5310-0000	663.45
T & D TIRE AND AUTO REPAIR	22757	REP 16'	007-034-5207-0000	14.00
ACE HARDWARE	K81241	FASTENERS	007-034-5310-0000	2.26
ACE HARDWARE	K81254	SUPER GLUE/CAULKING	007-034-5310-0000	23.17
ACE HARDWARE	K81256	GREAT STUFF BIG GAP	007-034-5310-0000	47.96
SAFETY PLUS	RT1-007268	RESTOCK FIRST AID BOX SUP...	007-034-5312-0000	32.64
SUTHERLAND LUMBER TALL...	000105	LOWVOLT BOX/SWIVEL/ADA...	007-034-5306-0000	27.64
GADES SALES CO	0084899-IN	LED LENS PED HAND FOR EA...	007-034-5325-0000	352.81
SUTHERLAND LUMBER TALL...	000132	SWITCH TOG MNT NORM OFF	007-034-5310-0000	14.99
FOLEY INDUSTRIES	PC000041552	S RING	007-034-5307-0000	8.78
OPENTEXT INC.	2307861891	PUBLIC WORKS	007-034-5205-0000	16.16
KANSAS ONE-CALL SYSTEM, I...	3060229	2023 JUNE LOCATES 139 @ \$...	007-034-5201-0000	55.60
ODP BUSINESS SOLUTIONS, L...	317028832001	NAME PLATE - ERICA MCNO...	007-034-5310-0000	18.99
KANSASLAND TIRE WHOLESA...	75876	2 TIRES - LT235/85R16	007-034-5307-0000	286.14
KANSASLAND TIRE WHOLESA...	75877	4 TIRES - 195/55R16	007-034-5307-0000	349.12
COX COMMUNICATIONS	028608401 JULY 2023	PUBLIC WORKS	007-034-5205-0000	502.27
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	007-034-5201-0000	243.31
O'REILLY AUTOMOTIVE, INC	0255-338155	EXH TUBING	007-034-5307-0000	39.15
AMAZON CAPITAL SERVICES	1RMT-9LPN-1PQ7	SATCO 90-099 CHAIN PLIERS	007-034-5302-0000	18.89
AMAZON CAPITAL SERVICES	1X3J-YKGR-1NDG	KROIL ORG PENETRATING OIL..	007-034-5303-0000	68.38
PITNEY BOWES INC	3317730483	RENTAL	007-034-5213-0000	50.51
AMAZON CAPITAL SERVICES	1GN6-TWCD-DJTC	MINI DIGITAL ANGLE GAUGE...	007-034-5310-0000	43.18
SUSAN B ALLEN MEMORIAL ...	23-6	POST OFFER SCREENS-ERICA...	007-034-5201-0000	65.00
J&A TRAFFIC PRODUCTS	36281	50 ALUMINUM BLANKS	007-034-5325-0000	575.00
INTRUST CARD CENTER	INV0047718	ROCKAUTO-1-TON DUMP TR...	007-034-5307-0000	243.56
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	007-034-5213-0000	125.00
AMAZON CAPITAL SERVICES	1D19-FC3V-LFGJ	INTERIOR DOOR HANDLE	007-034-5307-0000	125.31
AMAZON CAPITAL SERVICES	191T-Y4GG-YYQJ	SPRAY ADHESIVE	007-034-5310-0000	108.76
VERIZON WIRELESS	9939407785	JAY MARSHALL	007-034-5205-0000	40.01
VERIZON WIRELESS	9939407785	HOWARD GOLDSMITH	007-034-5205-0000	43.69
VERIZON WIRELESS	9939407785	RUSSELL TOTTY	007-034-5205-0000	41.35
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	007-034-5303-0000	89.15
AMAZON CAPITAL SERVICES	1GYP-16XF-LJFH	SAMPLE BOTTLES	007-034-5310-0000	36.80
AMAZON CAPITAL SERVICES	1J6R-9WKH-PGFG	OFFICE SUPPLIES	007-034-5310-0000	39.49
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	330 N GRIFFITH	007-034-5205-0000	82.84
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	222 E 2ND AVE	007-034-5205-0000	43.50
WOODRIVER ENERGY LLC	346568	222 E 2ND AVE	007-034-5205-0000	3.48

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LA FORGE'S BUSINESS MACH...	38991	COPIER RENT	007-034-5210-0000	189.00
Fund 007 - MAJOR STREET FUND Total:				27,800.04
Fund: 009 - STORMWATER FUND				
USIC LOCATING SERVICES, LLC	596219	2023 JUN USIC LOCATES	009-011-5201-0000	667.48
Fund 009 - STORMWATER FUND Total:				667.48
Fund: 010 - ECONOMIC DEVELOPMENT SALES TAX FUND				
BUTLER COUNTY TIMES-GAZ...	STMT NOV 2022	CID 142 N MAIN	010-011-5212-0000	251.60
COLUMN SOFTWARE PBC	7B937DAD-0055	NOPH EL DORADO PLAZA CID...	010-011-5212-0000	539.00
Fund 010 - ECONOMIC DEVELOPMENT SALES TAX FUND Total:				790.60
Fund: 011 - BRADFORD MEMORIAL LIBRARY				
BAKER & TAYLOR CO.	2037552748	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	17.16
MIDWEST TAPE	503903586	3 DVDs - ADULT DEPARMENT	011-011-5318-0000	60.72
MIDWEST TAPE	503903587	1 AUDIOBOOK - ADULT DEPA...	011-011-5318-0000	44.99
MIDWEST TAPE	503903589	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	31.49
CENGAGE LEARNING/GALE	81358551	2 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	51.73
CENGAGE LEARNING/GALE	81365572	3 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	71.22
QUILL CORPORATION	32963683	COPY PAPER x 10 REAMS	011-011-5301-0000	34.99
MIDWEST TAPE	503940572	3 DVDs - 1 ADULT DEPT & 2 J...	011-011-5318-0000	56.22
MIDWEST TAPE	503940573	4 DVDs - 2 ADULT DEPT & 2 J...	011-011-5318-0000	75.71
MIDWEST TAPE	503940574	1 MEMORIAL AUDIOBOOK - ...	011-011-5321-0000	39.99
DIGITAL OFFICE SYSTEMS	IN739728	SERVICE CONTRACT FOR CHI...	011-011-5212-0000	109.46
BAKER & TAYLOR CO.	2037606212	5 BOOKS - ADULT DEPARTM...	011-011-5313-0000	86.69
BAKER & TAYLOR CO.	2037606213	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	48.70
BAKER & TAYLOR CO.	2037606214	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	28.27
BAKER & TAYLOR CO.	2037606215	8 BOOKS - ADULT DEPARTM...	011-011-5313-0000	134.70
BAKER & TAYLOR CO.	2037606216	13 BOOKS - YOUNG ADULT D...	011-011-5313-0000	118.11
BAKER & TAYLOR CO.	2037606217	3 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	27.45
ACE HARDWARE	K81163	MATERIALS FOR PLUMBING ...	011-011-5306-0000	40.17
AdamsBrown, LLC	20027644	PREPARATION OF 2022 FOR...	011-011-5201-0000	575.00
SHAWS PEST CONTROL, LLC	25849	MONTHLY SERVICES	011-011-5201-0000	100.00
INTRUST CARD CENTER	INV0047628	KANSAS.GOV - KSOS ANNUAL...	011-011-5201-0000	40.00
INTRUST CARD CENTER	INV0047628	CANVA - 1 YR SUB - ONLINE/...	011-011-5212-0000	119.99
INTRUST CARD CENTER	INV0047628	MAILCHIMP - ESSENTIALS PL...	011-011-5213-0000	69.00
INTRUST CARD CENTER	INV0047628	AMAZON - BOARD GAME FO...	011-011-5213-0000	29.86
INTRUST CARD CENTER	INV0047628	DILLON'S - STAMPS x 2	011-011-5213-0000	126.00
INTRUST CARD CENTER	INV0047628	WALMART.COM - 8 FOOT FO...	011-011-5310-0000	89.00
INTRUST CARD CENTER	INV0047628	AMAZON - GRABBER TOOL F...	011-011-5310-0000	11.99
INTRUST CARD CENTER	INV0047628	DILLON'S - CLOROX WIPES	011-011-5310-0000	6.91
INTRUST CARD CENTER	INV0047628	AMAZON - 4 BOOKS - 3 ADU...	011-011-5313-0000	49.02
INTRUST CARD CENTER	INV0047628	AMAZON - 4 BOOKS - JUVENI...	011-011-5313-0000	57.81
INTRUST CARD CENTER	INV0047628	AMAZON - 4 BOOKS - ADULT...	011-011-5313-0000	60.18
INTRUST CARD CENTER	INV0047628	AMAZON - 4 BOOKS - 2 ADU...	011-011-5313-0000	71.77
INTRUST CARD CENTER	INV0047628	AMAZON - 2 BOOKS - ADULT...	011-011-5313-0000	24.98

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INTRUST CARD CENTER	INV0047628	AMAZON - 1 BOOK - ADULT ...	011-011-5313-0000	15.99
INTRUST CARD CENTER	INV0047628	ADOBE - SOFTWARE = 1 MO...	011-011-5315-0000	9.99
INTRUST CARD CENTER	INV0047628	AMAZON - 1 DVD - JUVENILE...	011-011-5318-0000	9.99
INTRUST CARD CENTER	INV0047628	AMAZON - 1 MEMORIAL BO...	011-011-5321-0000	16.71
INTRUST CARD CENTER	INV0047628	AMAZON - 1 MEMORIAL BO...	011-011-5321-0000	34.99
INTRUST CARD CENTER	INV0047628	AMAZON - 1 MEMORIAL AUD..	011-011-5321-0000	9.99
INTRUST CARD CENTER	INV0047628	AMAZON - 1 MEMORIAL BO...	011-011-5321-0000	8.89
INTRUST CARD CENTER	INV0047628	DOLLAR TREE - SUPPLIES FOR...	011-011-5323-0000	16.82
INTRUST CARD CENTER	INV0047628	DILLON'S - REFRESHMENTS F...	011-011-5323-0000	16.32
INTRUST CARD CENTER	INV0047628	AMAZON - STICKERS, DOT LA...	011-011-5324-0000	34.36
INTRUST CARD CENTER	INV0047628	ORIENTAL TRADING - JUVENI...	011-011-5324-0000	134.72
INTRUST CARD CENTER	INV0047628	AMAZON - DUM-DUM SUCK...	011-011-5324-0000	20.48
LEASE FINANCE PARTNERS	LFP06/2023	MONTHLY LEASE FOR PATR...	011-011-5210-0000	148.32
PETTY CASH	PCASH06/2023	PETTY CASH	011-011-5213-0000	20.00
BAKER & TAYLOR CO.	2037613047	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	18.75
BAKER & TAYLOR CO.	2037613048	5 BOOK - ADULT DEPARTME...	011-011-5313-0000	87.47
BAKER & TAYLOR CO.	2037613049	5 BOOKS - ADULT DEPARTM...	011-011-5313-0000	84.92
BAKER & TAYLOR CO.	2037613050	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	25.24
BAKER & TAYLOR CO.	2037613051	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	10.30
BAKER & TAYLOR CO.	2037613052	6 BOOKS - JUVENILE DEPAR...	011-011-5313-0000	73.37
BAKER & TAYLOR CO.	2037613053	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	16.30
BAKER & TAYLOR CO.	2037613054	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	7.87
CENGAGE LEARNING/GALE	81432853	3 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	77.97
CENGAGE LEARNING/GALE	81433411	4 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	94.46
DIGITAL OFFICE SYSTEMS	IN740226	SERVICE CONTRACT --> STAFF..	011-011-5212-0000	71.85
MIDWEST TAPE	503972172	1 AUDIOBOOK - ADULT DEPA...	011-011-5318-0000	44.99
MIDWEST TAPE	503972174	1 MEMORIAL AUDIOBOOK - ...	011-011-5321-0000	29.99
MIDWEST TAPE	503972175	2 DVDs - ADULT DEPARTMENT	011-011-5318-0000	32.98
SHRED-IT USA	8004174312	SHREDDING SERVICES = OFF-...	011-011-5201-0000	109.57
CENGAGE LEARNING/GALE	81457031	2 MEMORIAL BOOKS - OUTR...	011-011-5321-0000	55.99
CENGAGE LEARNING/GALE	81457402	5 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	109.49
HERITAGE FIRE SPRINKLER, I...	21446	ANNUAL FIRE SPRINKLER INS...	011-011-5201-0000	335.00
BAKER & TAYLOR CO.	2037621114	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	17.56
BAKER & TAYLOR CO.	2037621115	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	41.63
BAKER & TAYLOR CO.	2037621116	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	36.31
BAKER & TAYLOR CO.	2037621117	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	25.50
BAKER & TAYLOR CO.	2037621118	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	13.46
BAKER & TAYLOR CO.	2037621119	6 MEMORIAL BOOKS - JUVEN...	011-011-5321-0000	86.67
BAKER & TAYLOR CO.	2037621120	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	6.05
DERBY PUBLIC LIBRARY	APPM61923	BRADFORD'S PORTION OF K...	011-011-5314-0000	1,052.00
PYE-BARKER FIRE & SAFETY L...	PSI1078772	ANNUAL INSPECTION OF FIRE..	011-011-5201-0000	111.00
BAKER & TAYLOR CO.	2037631531	3 BOOKS - ADULT DEPARTM...	011-011-5313-0000	50.38
BAKER & TAYLOR CO.	2037631532	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	15.22
BAKER & TAYLOR CO.	2037631533	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	10.29

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BAKER & TAYLOR CO.	2037631534	8 BOOKS - ADULT DEPARTM...	011-011-5313-0000	121.34
BAKER & TAYLOR CO.	2037631535	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	15.81
BAKER & TAYLOR CO.	2037631536	2 MEMORIAL BOOKS - JUVEN...	011-011-5321-0000	34.43
BAKER & TAYLOR CO.	2037631537	2 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	20.80
BAKER & TAYLOR CO.	2037631538	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	7.26
BAKER & TAYLOR CO.	2037631539	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	7.87
OPENTEXT INC.	2307861891	LIBRARY	011-011-5205-0000	35.89
QUILL CORPORATION	33288174	COPY PAPER x 10 REAMS AN...	011-011-5301-0000	43.58
QUILL CORPORATION	33288174	HND SP RFL, PPR TWLS, TP, ...	011-011-5310-0000	145.36
MIDWEST TAPE	504003666	1 AUDIOBOOK - ADULT DEPA...	011-011-5318-0000	39.99
MIDWEST TAPE	504003668	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	14.99
MIDWEST TAPE	504003669	2 DDs - ADULT DEPARTMENT	011-011-5318-0000	44.98
MIDWEST TAPE	504004070	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	15.74
MIDWEST TAPE	504004193	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	23.24
AMANDA ASH	AASH06/2023	MILEAGE FOR LIBRARY ERRA...	011-011-5211-0000	50.44
COX COMMUNICATIONS	028608401 JULY 2023	LIBRARY	011-011-5205-0000	405.24
CENTER POINT, INC	2024363	15 BOOKS - OUTREACH DEP...	011-011-5313-0000	358.95
CENTER POINT, INC	2024363	1 MEMORIAL BOOK - OUTRE...	011-011-5321-0000	23.37
CENTER POINT, INC	2025583	2 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	44.94
ISERVE	6884	ROUTINE CLEANING OF LIBR...	011-011-5201-0000	1,544.00
SUTHERLAND LUMBER TALL...	000189	MATERIALS - REPAIRS - 4 x 8 ...	011-011-5306-0000	45.10
COMM LINK INC	01310269	LIBRARY LOC - 1 YEAR - SYST...	011-011-5201-0000	200.00
BAKER & TAYLOR CO.	2037640819	3 BOOKS - ADULT DEPARTM...	011-011-5313-0000	53.30
BAKER & TAYLOR CO.	2037640820	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	18.75
BAKER & TAYLOR CO.	2037640821	6 BOOKS - ADULT DEPARTM...	011-011-5313-0000	93.47
BAKER & TAYLOR CO.	2037640822	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	17.16
BAKER & TAYLOR CO.	2037640823	1 BOOK - ADULT DEPARTME...	011-011-5313-0000	25.24
BAKER & TAYLOR CO.	2037640824	2 MEMORIAL BOOKS - JUVEN...	011-011-5321-0000	26.56
BAKER & TAYLOR CO.	2037640825	BOOKS	011-011-5313-0000	10.53
BAKER & TAYLOR CO.	2037640826	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	11.12
DEMCO	7329435	BK TAPE, BK JACKETS, BK GL...	011-011-5326-0000	191.63
CENGAGE LEARNING/GALE	81513503	1 MEMORIAL BOOK - OUTRE...	011-011-5321-0000	27.99
BAKER & TAYLOR CO.	2037649322	4 BOOKS - ADULT DEPARTM...	011-011-5313-0000	65.52
BAKER & TAYLOR CO.	2037649323	9 BOOKS - ADULT DEPARTM...	011-011-5313-0000	148.53
BAKER & TAYLOR CO.	2037649324	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	17.16
BAKER & TAYLOR CO.	2037649325	3 MEMORIAL BOOKS - JUVEN...	011-011-5321-0000	32.19
BAKER & TAYLOR CO.	2037649326	4 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	48.01
QUILL CORPORATION	33369835	SCISSORS x 1 AND SCOTCH T...	011-011-5301-0000	22.94
MIDWEST TAPE	504035676	1 AUDIOBOOK - ADULT DEPA...	011-011-5318-0000	44.99
PENWORTHY COMPANY	0591988-IN	21 BOOKS - JUVENILE DEPAR...	011-011-5313-0000	353.43
CENGAGE LEARNING/GALE	81539740	2 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	51.73
CENGAGE LEARNING/GALE	81547137	3 BOOKS - OUTREACH DEPAR...	011-011-5313-0000	71.97
BAKER & TAYLOR CO.	2037659874	4 BOOKS - ADULT DEPARTM...	011-011-5313-0000	67.36
BAKER & TAYLOR CO.	2037659875	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	26.09

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BAKER & TAYLOR CO.	2037659876	5 BOOKS - ADULT DEPARTM...	011-011-5313-0000	72.22
BAKER & TAYLOR CO.	2037659877	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	10.53
BAKER & TAYLOR CO.	2037659878	10 BOOKS - JUVENILE DEPAR...	011-011-5313-0000	131.09
BAKER & TAYLOR CO.	2037659879	1 MEMORIAL BOOK - JUVENI...	011-011-5321-0000	11.71
BAKER & TAYLOR CO.	2037659880	2 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	23.41
BAKER & TAYLOR CO.	2037659881	1 BOOK - YOUNG ADULT DEP...	011-011-5313-0000	13.13
BAKER & TAYLOR CO.	2037660211	5 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	51.38
MIDWEST TAPE	504062747	1 DVD - ADULT DEPARTMENT	011-011-5318-0000	29.99
MIDWEST TAPE	504062748	2 DVDs - ADULT DEPARTMENT	011-011-5318-0000	35.98
MIDWEST TAPE	504062749	1 AUDIOBOOK - ADULT DEPA...	011-011-5318-0000	26.99
DERBY PUBLIC LIBRARY	MAIN71223	COST OF MAINTENANCE - 1 ...	011-011-5201-0000	4,030.00
BAKER & TAYLOR CO.	2037668228	3 BOOKS - ADULT DEPARTM...	011-011-5313-0000	52.71
BAKER & TAYLOR CO.	2037668229	14 BOOKS - ADULT DEPART...	011-011-5313-0000	269.54
BAKER & TAYLOR CO.	2037668230	2 BOOKS - ADULT DEPARTM...	011-011-5313-0000	34.54
BAKER & TAYLOR CO.	2037668231	2 BOOKS - AUDLT DEPARTM...	011-011-5313-0000	37.76
BAKER & TAYLOR CO.	2037668232	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	15.44
BAKER & TAYLOR CO.	2037668233	1 BOOK - JUVENILE DEPART...	011-011-5313-0000	19.14
BAKER & TAYLOR CO.	2037668234	1 MEMORIAL BOOK - JUVENI...	011-011-5321-0000	11.71
BAKER & TAYLOR CO.	2037668235	4 BOOKS - YOUNG ADULT DE...	011-011-5313-0000	54.73
PETTY CASH	PCASH07/2023	PETTY CASH	011-011-5213-0000	20.00
EVERGY	3045086372 JULY 2023	611 S WASHINGTON ST SVC ...	011-011-5205-0000	1,330.84
Fund 011 - BRADFORD MEMORIAL LIBRARY Total:				16,711.26
Fund: 018 - SELF INSURANCE RESERVE FUND				
HEARTLAND RETIREMENT & ...	COE-E07012023	JULY 2023 EMPLOYEE BENEFI...	018-011-5201-0000	1,250.00
UNITED STATES TREASURY	INV0047798	Q2 2023 FEDERAL EXCISE TAX	018-011-5209-0000	921.00
YMCA	45412	07-2023 YMCA MEMBERSHIPS	018-011-5401-0000	2,916.84
Fund 018 - SELF INSURANCE RESERVE FUND Total:				5,087.84
Fund: 019 - COMMUNITY DEVELOPMENT DISTRICT				
SUPER 8	INV0047160	MAR '23 MONTHLY PYMT PE...	019-011-5213-0000	726.81
DAYS INN & SUITES	INV0047713	JUN -23 MONTHLY PYMT PER...	019-011-5213-0000	4,528.00
GUFFEY ZUMWALT PROPERT...	INV0047714	JUN '23 MONTHLY PYMT PER...	019-011-5213-0000	2,093.95
SUPER 8	INV0047715	JUN '23 MONTHLY PYMT PER...	019-011-5213-0000	1,169.64
RED COACH INN	INV0047716	JUN '23 MONTHLY PYMT PER...	019-011-5213-0000	1,168.40
Fund 019 - COMMUNITY DEVELOPMENT DISTRICT Total:				9,686.80
Fund: 020 - SALES TAX FUND				
KANSAS DEPARTMENT OF RE...	004-486035394-F02 JUNE 20...	SALES TAX PERIOD 6/1/2023...	020-011-5209-0000	2,093.16
Fund 020 - SALES TAX FUND Total:				2,093.16
Fund: 023 - POLICE DEPT SEIZED ASSETS				
INTRUST CARD CENTER	INV0047624	RICO-HERRICK FUEL	023-011-5201-0000	81.51
INTRUST CARD CENTER	INV0047624	RICO-HERRICK MEAL	023-011-5201-0000	14.99
INTRUST CARD CENTER	INV0047624	RICO-HERRICK TRAINING	023-011-5201-0000	70.75

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INTRUST CARD CENTER	INV0047624	RICO-HERRICK MEAL	023-011-5201-0000	12.61
Fund 023 - POLICE DEPT SEIZED ASSETS Total:				179.86
Fund: 024 - TOURISM TAX FUND				
CITY BLUE PRINT, INC	302741	FARMER MARKET POSTCARDS	024-011-5212-0000	90.00
INTRUST CARD CENTER	INV0047702	CONSTANT CONTACT SVC 6/...	024-011-5201-0000	5.00
INTRUST CARD CENTER	INV0047702	FACEBOOK-EXPERIENCE EL D...	024-011-5212-0000	89.34
INTRUST CARD CENTER	INV0047704	CITY BLUE PRINT-FARMER'S ...	024-011-5212-0000	40.50
INTRUST CARD CENTER	INV0047704	CITY BLUE PRINT-FARMER'S ...	024-011-5212-0000	81.94
INTRUST CARD CENTER	INV0047704	WAL MART-TABLECLOTH	024-011-5213-0000	9.70
INTRUST CARD CENTER	INV0047706	KANDID KREATIONS-FRAMER...	024-011-5213-0000	16.12
INTRUST CARD CENTER	INV0047706	AMAZON-DRAG SHOW SUPPL...	024-011-5213-0000	17.19
INTRUST CARD CENTER	INV0047706	SWEET INDULGENCES-FARM...	024-011-5213-0000	20.00
INTRUST CARD CENTER	INV0047706	OVER THE RAINBOW TREATS...	024-011-5213-0000	6.00
INTRUST CARD CENTER	INV0047706	AWEN WOODS DESIGN-FAR...	024-011-5213-0000	5.00
INTRUST CARD CENTER	INV0047706	BRUCE'S BULLSEYE FARMS-F...	024-011-5213-0000	6.25
INTRUST CARD CENTER	INV0047706	RENATA'S GARDEN-FARMER'...	024-011-5213-0000	6.45
INTRUST CARD CENTER	INV0047706	MICHAELS-DRAG SHOW SUP...	024-011-5213-0000	24.68
INTRUST CARD CENTER	INV0047706	MAGNOLIA JANE ORIGINALS-...	024-011-5213-0000	28.76
INTRUST CARD CENTER	INV0047706	GARDSHOP WOODCRAFTS-F...	024-011-5213-0000	20.00
INTRUST CARD CENTER	INV0047706	WAL MART-DRAG SHOW SU...	024-011-5213-0000	96.99
INTRUST CARD CENTER	INV0047706	DILLONS-DRAG SHOW SUPPL...	024-011-5213-0000	66.98
INTRUST CARD CENTER	INV0047706	AMAZON-DRAG SHOW SUPPL...	024-011-5213-0000	36.52
INTRUST CARD CENTER	INV0047706	SCHOENLINT-FARMER'S MA...	024-011-5213-0000	43.26
AMAZON CAPITAL SERVICES	1CPH-Q3TR-41CH	4TH OF JULY-POPCORN	024-011-5213-0000	43.72
BUTLER COUNTY TIMES-GAZ...	STMT JULY 2022	BUTLER COUNTY SHOPPER S...	024-011-5212-0000	30.00
BUTLER COUNTY TIMES-GAZ...	STMT JULY 2022	BUTLER COUNTY SHOPPER S...	024-011-5212-0000	30.00
BUTLER COUNTY TIMES-GAZ...	STMT JULY 2022	BUTLER COUNTY SHOPPER S...	024-011-5212-0000	30.00
BUTLER COUNTY TIMES-GAZ...	STMT JULY 2022	BUTLER COUNTY SHOPPER S...	024-011-5212-0000	30.00
COX COMMUNICATIONS	028608401 JULY 2023	CVB	024-011-5205-0000	100.45
PITNEY BOWES INC	3317730483	RENTAL	024-011-5213-0000	50.50
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	024-011-5213-0000	125.00
BIG SKY PARTY RENTALS	17298015	GOLD FEST INFLATABLES	024-011-5210-0000	2,315.58
IMAGEQUEST INC.	IN4578538	ADMIN PRINTER SVC 6/16/2...	024-011-5210-0000	54.09
AMAZON CAPITAL SERVICES	16YH-6RY6-H4XN	KIDS' WEEK & GOLD FEST SU...	024-011-5213-0000	808.16
ACE HARDWARE	K81529	KIDS' WEEK SUPPLIES	024-011-5213-0000	24.89
Fund 024 - TOURISM TAX FUND Total:				4,353.07
Fund: 027 - EXPENDABLE TRUST FUND				
INTRUST CARD CENTER	INV0047624	RICO-DOG FOOD	027-152-7401-0000	78.89
INTRUST CARD CENTER	INV0047624	RICO-DOG FOOD	027-152-7401-0000	94.29
Fund 027 - EXPENDABLE TRUST FUND Total:				173.18
Fund: 030 - CONSTRUCTION FUND				
BOB BERGKAMP CONSTRUCT...	24141	PROJ#612 - LOCUST SEWER	030-011-5308-0612	537.00
SUTHERLAND LUMBER TALL...	000023	PROJ#612 - LOCUST SEWER/...	030-011-5308-0612	79.94

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BOB BERGKAMP CONSTRUCT...	24394	PROJ#612 - LOCUST SEWER	030-011-5308-0612	534.60
D. GERBER COMMERCIALPO...	23250	NEW DIVING BOARDS	030-011-5315-0607	11,500.00
PROFESSIONAL ENGINEERING..	529992	SITE CERTIF & SUPPORT SERV...	030-011-5201-0605	15,400.00
BOB BERGKAMP CONSTRUCT...	24434	PROJ#612 - LOCUST SEWER/...	030-011-5308-0612	1,189.92
CONCRETE MATERIALS CO.	664287	PROJ#612 - LOCUST SEWER	030-011-5308-0612	752.75
BRANINE PLUMBING LLC	1109	SEWER REPLACEMENT 428 S ...	030-011-5201-0612	4,500.00
SUTHERLAND LUMBER TALL...	000128	PROJ#612 - LOCUST SEWER/...	030-011-5308-0612	11.79
BOB BERGKAMP CONSTRUCT...	24477	PROJ#612 - LOCUST SEWER/...	030-011-5308-0612	537.60
CONCO, INC.	1	NEW CONCESSION STANDS - ...	030-011-5201-0606	20,034.90
MOORE PLUMBING SOLUTI...	368542	SEWER REPLACEMENT 1018 ...	030-011-5201-0612	18,200.00
PEARSON CONSTRUCTION, L...	609-1	PAY ESTIMATE	030-011-5202-0609	172,601.70
PEARSON CONSTRUCTION, L...	614-1	PAY ESTIMATE	030-011-5202-0614	51,330.40
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-RESOLUTION 2828	030-011-5212-0590	164.90
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-RESOLUTION 2827	030-011-5212-0591	163.20
BUTLER COUNTY TIMES-GAZ...	STMT MAY 2021	LEGALS - ORD G-1348 PROJ 5...	030-011-5212-0560	183.60
CONCO, INC.	2	NEW CONESSION STANDS - E...	030-011-5201-0606	39,965.10
CONCO, INC.	2	NEW CONESSION STANDS - E...	030-011-7403-0606	59,740.00
SUTHERLAND LUMBER TALL...	000211	PIPE	030-011-5213-0611	20.98
SUTHERLAND LUMBER TALL...	000238	DOWNSPOUT DRAIN GRATE	030-011-5213-0611	24.99
FYG CONSTRUCTION, LLC	611-1	PAY ESTIMATE CHELSEA SID...	030-011-5202-0611	14,625.00
COLUMN SOFTWARE PBC	7B937DAD-0057	RESOLUTION NO. 2960 PROJ...	030-011-5212-0612	197.47
COLUMN SOFTWARE PBC	7B937DAD-0058	RESOLUTION NO. 2961 PROJ...	030-011-5212-0613	161.66
FYG CONSTRUCTION, LLC	611-2	PAY ESTIMATE	030-011-5202-0611	13,269.38
Fund 030 - CONSTRUCTION FUND Total:				425,726.88
Fund: 031 - BUILDING DEMOLITION				
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-RESOLUTION 2831 N...	031-027-5212-0000	90.95
BUTLER COUNTY TIMES-GAZ...	STMT AUG 2021	LEGALS-RESOLUTION 2831	031-027-5212-0000	90.95
BUTLER COUNTY TIMES-GAZ...	STMT OCT 2021	LEGALS - RESOLUTION 2927 ...	031-027-5212-0000	105.40
BUTLER COUNTY TIMES-GAZ...	STMT OCT 2021	LEGALS - RESOLUTION 2837 ...	031-027-5212-0000	111.52
BUTLER COUNTY TIMES-GAZ...	STMT OCT 2021	LEGALS - RESOLUTION 2834 ...	031-027-5212-0000	115.60
Fund 031 - BUILDING DEMOLITION Total:				514.42
Fund: 041 - TIF W CENTRAL AVENUE GATEWAY				
ORSCHELN PROPERTIES CO. L...	INV0047790	TIF W CENTRAL AVENUE GAT...	041-000-5213-0000	52,514.23
ORSCHELN PROPERTIES CO. L...	INV0047791	TIF W CENTRAL AVENUE GAT...	041-000-5213-0000	47,315.55
Fund 041 - TIF W CENTRAL AVENUE GATEWAY Total:				99,829.78
Fund: 060 - WATER FUND				
SUTHERLAND LUMBER TALL...	152476	DISTR - LAWN REPAIR	060-003-5308-0000	311.94
BOMGAARS SUPPLY INC.	008930	PU - BOOTS/SCHLESENER, T...	060-003-5305-0000	134.99
BOMGAARS SUPPLY INC.	008975	DISTR - SHOP DOLLY	060-003-5302-0000	99.99
BOMGAARS SUPPLY INC.	009462	DISTR - SHOVELS	060-003-5302-0000	42.98
BOMGAARS SUPPLY INC.	11489	DISTR - RAINSUIT/ADAMS, JA...	060-003-5310-0000	26.99
AMAZON CAPITAL SERVICES	11RT-9XKW-T7YP	DISTR - L & C TRACKING	060-003-5310-0000	102.62
ACE HARDWARE	K80898	WTP - FLUSHER GASKETS	060-002-5307-0000	11.54

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BOMGAARS SUPPLY INC.	013534	WTP - RATCHET STRAPS	060-002-5302-0000	39.99
WHITE STAR	05282176	\$6040 - T66 / WIRE HARNESS...	060-003-5207-0000	662.97
SUTHERLAND LUMBER TALL...	152781	#6051 - RATCHET DRIVE	060-003-5302-0000	12.99
BOMGAARS SUPPLY INC.	014020	PU - JEANS/DAVIS, KYLE	060-003-5305-0000	194.97
CORE & MAIN LP	CM - R967	DUPLICATE PAYMENT R96741..	060-003-5308-0000	-360.85
AMAZON CAPITAL SERVICES	1X4T-X3V6-67DG	WTP - GOJO POMBERRY(8) 1...	060-002-5309-0000	218.52
BOMGAARS SUPPLY INC.	015342	PU - BOOTS/ADAMS, JASON	060-003-5305-0000	159.99
SUTHERLAND LUMBER TALL...	152862	WTP - WASHER REDUCERS, F...	060-002-5306-0000	23.86
ACE HARDWARE	K80975	DISTR - DRAIN SPADE 16"	060-003-5302-0000	42.99
CONCRETE MATERIALS CO.	659648	DISTR - 616 N TAYLOR	060-003-5308-0000	352.75
O'REILLY AUTOMOTIVE, INC	0255-334190	#6041 - EXTEN BAR	060-003-5302-0000	19.99
ACE HARDWARE	K81097	DISTR - PVC CAP FLEX 4"	060-003-5308-0000	13.18
ODP BUSINESS SOLUTIONS, L...	317659134001	RECEIPT PAPER	060-001-5301-0000	115.88
MID-AMERICAN RESEARCH ...	0793496-IN	DISTR - INSECT REPELL, PRO...	060-003-5307-0000	174.12
MID-AMERICAN RESEARCH ...	0793496-IN	DISTR - INSECT REPELL, PRO...	060-003-5312-0000	82.00
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#4110 ORD#1031 - FC CLAMP..	060-000-0410-0000	93.25
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#6796 ORD#1031 - TAP SAD...	060-000-0410-0000	156.02
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#4122 ORD#1031 - FC CLAMP..	060-000-0410-0000	170.59
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#4123 ORD#1031 - FC CLAMP...	060-000-0410-0000	204.56
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#4153 ORD#1031 - FC CLAMP...	060-000-0410-0000	232.71
CORE & MAIN LP	T013911	#6653 ORD#1026- TAP SADD...	060-000-0410-0000	253.86
CORE & MAIN LP	T013911	#6452 ORD#1026 - 3/4" X 3/...	060-000-0410-0000	243.99
CORE & MAIN LP	T013911	DISTR - THK RUBBER WASHE...	060-003-5308-0000	30.00
BOB BERGKAMP CONSTRUCT...	24347	DISTR - SHOP ROCK	060-003-5308-0000	1,136.23
ACE HARDWARE	K81159	DISTR - 5 GAL DRINK COOLER	060-003-5310-0000	34.99
FINANCE & ACCOUNTING OF...	11384	O & M PORTION OF WATER ...	060-004-5213-0000	159,293.62
FINANCE & ACCOUNTING OF...	11384	WATER STORAGE REPAIRS	060-004-5213-0000	58,525.14
R.E. PEDROTTI COMPANY	14615	WTP - FILTER CONSOLE PROJ...	060-002-7401-0000	142,320.00
CONCRETE MATERIALS CO.	662663	DISTR - OLIVE & VINE	060-003-5308-0000	448.75
APAC KANSAS, INC	8001862408	DISTR - VINE & LOCUST REPA...	060-003-5308-0000	1,308.16
USA BLUEBOOK	INV00049472	WTP - LAB SUPPLIES	060-002-5304-0000	305.05
INTRUST CARD CENTER	INV0047687	PU1 - WALMART/MISC MAR...	060-003-5301-0000	9.74
INTRUST CARD CENTER	INV0047687	PU1 - WALMART/JEANS (5) - ...	060-003-5305-0000	74.90
INTRUST CARD CENTER	INV0047687	PU1 - SAMS/CHAIRS (2), MISC..	060-003-5310-0000	316.38
INTRUST CARD CENTER	INV0047687	PU1 - SAMS/TOWER FAN(2), ...	060-003-5310-0000	119.44
INTRUST CARD CENTER	INV0047689	PU3 - SAMS/DISTR - ANTIMI...	060-003-5213-0000	19.98
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	1.03
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	2.25
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	2.25
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	2.25
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	4.05
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	4.12
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	6.25
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	2.25

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INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	7.50
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	8.49
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	9.23
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	9.57
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	9.76
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	12.68
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	15.58
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	22.66
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	30.85
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	31.12
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	31.27
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	36.23
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	50.33
INTRUST CARD CENTER	INV0047690	JASON - MEAL/BUDGET LUN...	060-001-5211-0000	51.00
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	58.60
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/TRANSP	060-001-5211-0000	8.32
INTRUST CARD CENTER	INV0047690	JASON - ACE2023/MEAL	060-001-5211-0000	16.08
INTRUST CARD CENTER	INV0047701	FEES - PU ACE2023 FTF'S	060-001-5211-0000	9.94
PYE-BARKER FIRE & SAFETY L...	PSI1070517	WTP - ANNUAL FIRE EXT SER...	060-002-5201-0000	132.50
PYE-BARKER FIRE & SAFETY L...	PSI1070522	DISTR - ANNUAL FIRE EXT SE...	060-003-5201-0000	46.00
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	060-001-5201-0000	2.07
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	060-001-5213-0000	5.05
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING	060-001-5201-0000	56.65
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING POSTAGE	060-001-5213-0000	332.33
BEVERAGE CARBONATION S...	R144885	WTP - 2023 JUNE EQUIP CHA...	060-002-5210-0000	35.00
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#3002 ORD#1032 - 4" PVC PL...	060-000-0410-0000	3,756.00
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#3003 ORD#1032 - 6" LINE V...	060-000-0410-0000	2,404.95
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#2901 ORD#1032 - 8" TAPPI...	060-000-0410-0000	1,302.00
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#2319 ORD#1032 - 8" X 4" MJ...	060-000-0410-0000	79.45
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#2030 ORD#1032 - 8" X 8" X ...	060-000-0410-0000	226.85
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#1017 ORD#1032 - 4" PVC PL...	060-000-0410-0000	924.00
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#2530 ORD#1032 - 6" X 13" ...	060-000-0410-0000	494.70
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#2035 ORD#1032 - 8" X 6" S...	060-000-0410-0000	694.20
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#1015 ORD#1032 - 8" PVC PL...	060-000-0410-0000	20,298.80
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#3408 ORD#1032 - 8" MEGA ...	060-000-0410-0000	997.05
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#3005 ORD#1032 - 2" LINE V...	060-000-0410-0000	240.00
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	#3316 ORD#1032 - 4" MEGA ...	060-000-0410-0000	32.75
MUNICIPAL SUPPLY, INC OF ...	0875259-IN	DISTR - MJ MISC (GASKET, B...	060-003-5308-0000	1,735.65
MUNICIPAL SUPPLY, INC OF ...	0875260-IN	#4122 ORD#1033 - FC CLAMP..	060-000-0410-0000	352.06
POWERPLAN	2054820	#6024 - SEAT ADJUSTER	060-003-5307-0000	126.56
EVERGY	3040995134 JUNE 2023	360 E CENTRAL AVE SVC 5/22...	060-002-5205-0000	38.84
EVERGY	3756991495 JUNE 2023	902 MCCOLLUM RD TOWER ...	060-002-5205-0000	30.28
O'REILLY AUTOMOTIVE, INC	0255-336164	DISTR - PLIERS	060-003-5302-0000	21.99
O'REILLY AUTOMOTIVE, INC	0255-336207	DISTR - PLIERS EXCHANGE	060-003-5302-0000	-6.00

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MUNICIPAL SUPPLY, INC OF ...	0875630-IN	#4140 ORD#1034 - FC CLAMP..	060-000-0410-0000	150.63
MUNICIPAL SUPPLY, INC OF ...	0875630-IN	#6746 ORD#1034 - TAP SAD...	060-000-0410-0000	156.02
MUNICIPAL SUPPLY, INC OF ...	0875630-IN	#4150 ORD#1034 - FC CLAMP..	060-000-0410-0000	169.90
BUMPER TO BUMPER OF EL ...	904610	WTP - VENT FANS/MAIN PU...	060-002-5307-0000	16.91
CORE & MAIN LP	S925240	#5102 ORD#1025 - 2" X 12" ...	060-000-0410-0000	3,426.94
O'REILLY AUTOMOTIVE, INC	0255-336766	STARTER - METER READER T...	060-003-5307-0000	189.60
T & D TIRE AND AUTO REPAIR	22759	#6035 - (2) TIRE REPAIR	060-003-5207-0000	28.00
4 STATE MAINTENANCE SUP...	657668	WTP - KT(30), TP(96)	060-002-5309-0000	95.35
EUROFINS EATON ANALYTIC...	8100057780	WTP - LAB TESTING	060-002-5201-0000	350.00
BUMPER TO BUMPER OF EL ...	904697	DOOR HANDLE - METER REA...	060-003-5307-0000	109.07
BUMPER TO BUMPER OF EL ...	904698	DOOR LATCH CABLE - METER...	060-003-5307-0000	84.46
BRENNTAG SOUTHWEST, INC	BSW473933	#60003 ORD#1024 - CARBON	060-000-0410-0000	25,810.00
BILL'S ELECTRIC, INC	I7376	WTP - PUMP ROOM FAN RE...	060-002-5206-0000	330.00
BUCKEYE CORPORATION	SO-3-45085	WTP - PROCESS WATER VAL...	060-002-5306-0000	120.17
SUTHERLAND LUMBER TALL...	000106	DISTR - 4.5" CUTTING WHEEL...	060-003-5302-0000	39.06
ACE HARDWARE	K81274	WTP - MISC PARTS	060-002-5307-0000	56.24
FASTENAL COMPANY	KSELD121803	DISTR - SHOP BIN NUTS/BOL...	060-003-5308-0000	238.62
T & D TIRE AND AUTO REPAIR	22784	#6017 - (4) 235/80R16	060-003-5207-0000	668.00
MORROW EXTERIORS & GLA...	49309	DISTR - MAP COVER	060-003-5310-0000	396.65
O'REILLY AUTOMOTIVE, INC	0255-337462	#6041 - TORQ WRENCH	060-003-5302-0000	41.99
AMAZON CAPITAL SERVICES	1KXY-CD1W-GLD6	WTP - PLANT SAUCER	060-002-5310-0000	5.99
AMAZON CAPITAL SERVICES	1KXY-CD1W-GLD6	WTP - N95 MASKS	060-002-5312-0000	151.40
TYLER TECHNOLOGIES, INC	025-429353	INSITE TRANSACTION FEES ...	060-001-5203-0000	5,006.00
TYLER TECHNOLOGIES, INC	025-429353	INSITE TRANSACTION FEES ...	060-001-5203-0000	1,600.00
TYLER TECHNOLOGIES, INC	025-429353	INSITE TRANSACTION FEES ...	060-001-5203-0000	1,276.25
TYLER TECHNOLOGIES, INC	025-429353	INSITE TRANSACTION FEES ...	060-001-5203-0000	688.75
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	060-001-5201-0000	60.19
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	060-001-5201-0000	28.91
TRUGREEN COMMERCIAL	178921470	WTP - CHEMICAL APPLICATI...	060-003-5201-0000	110.70
AMAZON CAPITAL SERVICES	1V4W-FHLD-H94H	PHONE CASES (2) - METER R...	060-001-5301-0000	49.98
OPENTEXT INC.	2307861891	WATER	060-001-5205-0000	12.72
KANSAS DEPARTMENT OF RE...	2ND QTR 2023	2ND QTR 2023 WATER PROT...	060-000-1067-0000	16,432.05
KANSAS DEPARTMENT OF RE...	2ND QTR 2023	2ND QTR 2023 CLEAN DRINK...	060-001-5209-0000	15,405.05
KANSAS ONE-CALL SYSTEM, I...	3060229	2023 JUNE LOCATES 139 @ \$...	060-003-5201-0000	55.60
METROCOURIER INC.	35807	WTP - SAMPLE POSTAGE (1)	060-002-5213-0000	22.26
GLOBAL PAYMENTS INTEGRA...	4128 JUNE 2023	4128 JUNE 2023 MERCHANT ...	060-001-5203-0000	2,324.92
GLOBAL PAYMENTS INTEGRA...	4129 JUNE 2023	4129 JUNE 2023 MERCHANT ...	060-001-5203-0000	2,711.36
USIC LOCATING SERVICES, LLC	596219	2023 JUN USIC LOCATES	060-003-5201-0000	1,668.77
CULLIGAN OF WICHITA	698073	WTP - DEIONIZATION SERV O...	060-002-5201-0000	469.00
ALBERT HOGOBOOM OILFIE...	9044	DISTR - MOVED PW EQUIP F...	060-003-5201-0000	250.00
EVERGY	9331453189 JUNE 2023	380 E CENTRAL AVE SVC 6/1/...	060-000-1198-0000	8,579.49
EVERGY	9331453189 JUNE 2023	380 E CENTRAL AVE SVC 6/1/...	060-002-5205-0000	11,210.79
CORE & MAIN LP	S806136	#2903 ORD#1023 - 4" TAPPI...	060-000-0410-0000	690.50
CORE & MAIN LP	S806136	DISTR - MISC FLGCPPE SPOOL...	060-003-5308-0000	1,808.23

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CORE & MAIN LP	T108183	DISTR - TRACER WIRE	060-003-5308-0000	500.00
CORE & MAIN LP	T123504	#3002 ORD#1038 - 8" LINE ...	060-000-0410-0000	1,879.20
CORE & MAIN LP	T123504	#3002 ORD#1038 - 8" LINE ...	060-000-0410-0000	1,879.20
CORE & MAIN LP	T123504	#2030 ORD#1038 - 8" X 8" X ...	060-000-0410-0000	602.96
CORE & MAIN LP	T123504	#2003 ORD#1038 - 8" X 12" ...	060-000-0410-0000	409.36
CORE & MAIN LP	T126451	#6452 ORD#1036 - 3/4" X 3/...	060-000-0410-0000	406.65
TYLER TECHNOLOGIES, INC	025-427508	SUPPORT & HOST WEB SITE/...	060-001-5201-0000	108.00
COX COMMUNICATIONS	028608401 JULY 2023	WATER TREAT/MAINT	060-002-5205-0000	351.59
COX COMMUNICATIONS	028608401 JULY 2023	WATER MAINT	060-003-5205-0000	34.66
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	060-002-5201-0000	39.24
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	060-003-5201-0000	94.19
T & D TIRE AND AUTO REPAIR	22812	#6025 - (2) NEW 265/70R17	060-001-5207-0000	366.00
PITNEY BOWES INC	3317730483	RENTAL	060-001-5213-0000	202.04
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLING	060-001-5201-0000	2.16
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLIN...	060-001-5213-0000	5.05
VERIZON CONNECT FLEET US...	628000041922	MONTHLY SERVICES	060-003-5205-0000	529.02
USA BLUEBOOK	INV00061168	WTP - LAB SUPPLIES	060-002-5304-0000	118.00
ACE HARDWARE	K81343	DISTR - GREASE FITTINGS	060-003-5308-0000	6.99
HAYNES EQUIPMENT INC	28071H	WTP - SODIUM PERMAN FO...	060-002-5207-0000	390.00
EVERGY	3488917010 JUNE 2023	980 W 6TH ST SVC 6/5/2023-...	060-002-5205-0000	25.90
BUMPER TO BUMPER OF EL ...	905227	WTP - BELTS	060-002-5207-0000	50.73
WHITE STAR	05284176	#6005 - E50 / TEETH & PINS	060-003-5307-0000	150.02
PEREGRINE CORPORATION	523472	JULY 5TH BILLING	060-001-5201-0000	73.41
PEREGRINE CORPORATION	523472	JULY 5TH BILLING POSTAGE	060-001-5213-0000	465.83
PEREGRINE CORPORATION	523473	JULY 2023 INSERT	060-001-5212-0000	392.40
KANSAS DEPARTMENT OF H...	61858	WTP - 2023 2ND QTR STATE ...	060-002-5201-0000	934.00
BRENNTAG SOUTHWEST, INC	BSW476172	#60005 - CHLORINE	060-000-0410-0000	10,285.00
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	060-001-5213-0000	375.00
USA BLUEBOOK	INV00066075	WTP - TDS TESTER	060-002-5315-0000	302.86
CORE & MAIN LP	S822552	#1028 ORD#1143 - 2" POLY P...	060-000-0410-0000	2,080.00
CORE & MAIN LP	S822552	#3005 ORD#1143 - 2" LINE V...	060-000-0410-0000	455.82
CORE & MAIN LP	S822552	#6710 ORD#1043 - TAP SAD...	060-000-0410-0000	69.74
CORE & MAIN LP	S822552	DISTR - TRACER WIRE, NIPPES	060-003-5308-0000	1,153.74
CORE & MAIN LP	T055271	#5102 ORD#1041 - 2" X 12" ...	060-000-0410-0000	1,558.00
CORE & MAIN LP	T155057	#1017 ORD#1040 - 4" PVC PI...	060-000-0410-0000	247.60
CORE & MAIN LP	T155057	#1015 ORD#1040 - 8" PVC PI...	060-000-0410-0000	808.40
SPACE STATION STORAGE	18819	WTP - ACCURATE ENVIR.	060-002-5213-0000	147.89
AMAZON CAPITAL SERVICES	1FHR-MMY-C9PD	PHONE SCREEN PROTECTORS...	060-001-5213-0000	13.90
VERIZON WIRELESS	9939407785	WTP ON CALL	060-002-5205-0000	51.35
VERIZON WIRELESS	9939407785	TAD SCHLESENER	060-003-5205-0000	40.01
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	060-003-5303-0000	89.15
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	216/220 E FIRST AVE	060-001-5205-0000	28.71
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	380 E CENTRAL AVE	060-002-5205-0000	84.92
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	390 E CENTRAL AVE	060-003-5205-0000	82.84

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EVERGY	8408164822 JUN 2023	780 W CENTRAL SBA MAG3 ...	060-003-5205-0000	24.09
PEREGRINE CORPORATION	524103	LSLI LETTERS PRINTING	060-001-5212-0000	830.80
PEREGRINE CORPORATION	524103	LSLI LETTERS MAILING	060-001-5213-0000	1,730.61
USA BLUEBOOK	INV00069865	WTP - LAB SUPPLIES	060-002-5304-0000	896.96
WOODRIVER ENERGY LLC	346568	380 E CENTRAL-WTP	060-002-5205-0000	3.50
PEREGRINE CORPORATION	524510	WELCOME HOME CARDS (50...	060-001-5212-0000	33.84
USA BLUEBOOK	INV00072658	WTP - LAB SUPPLIES	060-002-5304-0000	61.65
AMAZON CAPITAL SERVICES	1WDD-KMRN-9JMG	LSLI SURVEY GIVEAWAYS	060-001-5213-0000	52.38
DEREK KLING	INV0047794	WTP - KMU TRAINING REIMB...	060-002-5211-0000	68.38
EVERGY	1884951385 JULY 2023	1403 DOUGLASS RD HF-2 SVC...	060-003-5205-0000	25.25
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT BILLI...	060-001-5201-0000	2.07
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT POST...	060-001-5213-0000	5.27
EVERGY	1862776022 JULY 2023	703 STONE RD SVC 6/21/202...	060-002-5205-0000	25.90
Fund 060 - WATER FUND Total:				537,333.90

Fund: 063 - SEWER FUND

APPLIED MOTION PRODUCTS	376968	ADAPTER KIT-23/NON NEMA...	063-002-5307-0000	220.00
APPLIED MOTION PRODUCTS	377023	CREDIT FOR STM23Q-3AN RE...	063-002-5315-0000	-357.60
PRAIRIELAND PARTNERS	10081354	WWTP - INVOICE CREDIT CO...	063-002-5207-0000	-0.80
MIDWEST BIO-SYSTEMS, INC	23238	WWTP - SLINGER REPAIR	063-002-5307-0000	-191.51
LKQ MID-AMERICA AUTO PA...	140849100	TRIM PANEL FRONT DOOR	063-003-5307-0000	100.00
LKQ MID-AMERICA AUTO PA...	140849101	TRIM PANEL FRONT DOOR	063-003-5307-0000	100.00
MERIDIAN ANALYTICAL LABS,...	W3000639	WWTP - PERMIT SAMPLES	063-002-5201-0000	425.00
MERIDIAN ANALYTICAL LABS,...	W3001212	WWTP - PERMIT SAMPLES	063-002-5201-0000	210.00
SUTHERLAND LUMBER TALL...	152596	SEWER - CONCRETE MIX	063-003-5308-0000	42.32
O'REILLY AUTOMOTIVE, INC	0255-330374+1	LIFT ST - CLEANING	063-003-5309-0000	41.88
SUTHERLAND LUMBER TALL...	152767	#6335 - COUPLERS, NOZZLE	063-003-5307-0000	22.97
AMAZON CAPITAL SERVICES	133D-GWG4-D7LC	WWTP - FISH TANK SUPPLIES	063-002-5310-0000	46.98
SUTHERLAND LUMBER TALL...	152803	LIFT ST - CLEANING SUPPLIES	063-003-5309-0000	94.95
ACE HARDWARE	K80995	LIFT ST - STONE ROAD REPAIR	063-003-5307-0000	87.30
ACE HARDWARE	K81050	SEWER - 521 N TAYLOR	063-003-5308-0000	36.97
O'REILLY AUTOMOTIVE, INC	0255-333391	#6335 - ANTIFREEZE	063-003-5307-0000	89.97
SUTHERLAND LUMBER TALL...	152924	#6041 - SOCKETS, TUBE CUT...	063-003-5302-0000	47.96
SUTHERLAND LUMBER TALL...	152935	SEWER - 421 S HIGH	063-003-5308-0000	33.75
ACE HARDWARE	K81064	WWTP - CHAINSAW REPAIR	063-002-5307-0000	10.98
ACE HARDWARE	K81072	SEWER - 421 S HIGH	063-003-5308-0000	158.63
ACE HARDWARE	K81075	SEWER - 421 S HIGH	063-003-5308-0000	27.88
O'REILLY AUTOMOTIVE, INC	0255-333899	ALTERNATOR	063-003-5307-0000	274.50
RED EQUIPMENT, LLC	P00146	#6335 - FLEXHOSE, VALVE, W...	063-003-5307-0000	1,475.80
BOMGAARS SUPPLY INC.	017684	WWTP - TORDON/BRUSH KIL...	063-002-5304-0000	37.98
SUTHERLAND LUMBER TALL...	153011	#6335 - MISC SUPPLIES	063-003-5307-0000	180.72
ACE HARDWARE	281096	WWTP - GAS CAN	063-002-5310-0000	54.99
MUNICIPAL SUPPLY, INC OF ...	0874474-IN	#632069 ORD#1030 - 8"...	063-000-0410-0000	599.92
CORE & MAIN LP	T026126	#631005 ORD#1027 - 8"X14' ...	063-000-0410-0000	4,198.04

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CORE & MAIN LP	T026126	SEWER - LOCUST 8"SDR35 45...	063-003-5308-0000	192.58
WICHITA WINWATER WORKS...	254718 01	WWTP - HYDRANT REPAIR	063-002-5306-0000	159.89
WICHITA WINWATER WORKS...	254580 01	WWTP - 16" UV VALVE	063-002-5306-0000	3,495.00
SUNRISE OILFIELD SUPPLY IN...	819951	#6335 - MEGAHOSE	063-003-5307-0000	179.38
INTRUST CARD CENTER	INV0047688	PU3 - WALMART/RETURN MI...	063-002-5310-0000	-6.98
INTRUST CARD CENTER	INV0047689	PU3 - STARLINK 06/08/23 - 0...	063-002-5201-0000	120.00
INTRUST CARD CENTER	INV0047689	PU3 - MEAL/KDHE TEST - JO...	063-002-5211-0000	12.92
INTRUST CARD CENTER	INV0047689	PU3 - MEAL/KDHE TEST - JO...	063-002-5211-0000	18.09
INTRUST CARD CENTER	INV0047689	PU3 - DILLONS/MISC ITEMS ...	063-002-5211-0000	18.97
INTRUST CARD CENTER	INV0047689	PU3 - MEAL/JARROD 1 YR+U...	063-002-5211-0000	102.84
INTRUST CARD CENTER	INV0047689	PU3 - HOTEL/KDHE TEST- JO...	063-002-5211-0000	110.21
INTRUST CARD CENTER	INV0047689	PU3 - FUEL/KDHE TEST - JON...	063-002-5303-0000	50.57
INTRUST CARD CENTER	INV0047690	JASON - AWWA/TRAINING ...	063-001-5211-0000	108.50
ACE HARDWARE	K81183	WWTP - TRUFUEL MIX	063-002-5303-0000	50.98
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	063-001-5201-0000	1.89
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	063-001-5213-0000	4.63
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING	063-001-5201-0000	51.93
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING POSTAGE	063-001-5213-0000	304.64
BILL'S ELECTRIC, INC	I7371	WWTP - UV VALVES/UNHOOK	063-002-5201-0000	75.00
ACE HARDWARE	K81198	WWTP - CHAIN BLADE SHAR...	063-002-5302-0000	24.00
EVERGY	0315639966 JUNE 2023	105 W WETLANDS DR GATE ...	063-002-5205-0000	29.30
PACE ANALYTICAL SERVICES, ...	2360186397	WWTP - 2ND QTR BIO SOLIDS	063-002-5201-0000	897.00
EVERGY	3082990620 JUNE 2023	3098 W CENTRAL AVE SWR 5...	063-003-5205-0000	26.10
EVERGY	3185905492 JUNE 2023	1460 W 6TH AVE SEWER SVC...	063-003-5205-0000	46.65
BUCKEYE CORPORATION	SO-3-44965	WWTP - UV REPAIR	063-002-5307-0000	105.72
CORE & MAIN LP	T080752	#631006 ORD#1028 - 6"X14' ...	063-000-0410-0000	1,065.40
CORE & MAIN LP	T080755	#632083 ORD#1029 - 6" PVC...	063-000-0410-0000	73.71
THE SOD SHOP	102520	WWTP - FESCUE/YARD REPA...	063-002-5308-0000	116.00
HAJOCA CORPORATION	S018886844 002	WWTP - GRIT CLASSIFIER GU...	063-002-5206-0000	-183.82
SUTHERLAND LUMBER TALL...	000123	#6017 - TAILER VAC MISC RE...	063-003-5307-0000	23.99
MERIDIAN ANALYTICAL LABS,...	W3001978	WWTP - PERMIT SAMPLES	063-002-5201-0000	239.00
SUTHERLAND LUMBER TALL...	000134	SEWER - LEVELS, BOARD, ST...	063-003-5302-0000	15.98
SUTHERLAND LUMBER TALL...	000134	SEWER - LEVELS, BOARD, ST...	063-003-5308-0000	55.38
ACE HARDWARE	K81307	WWTP - SPRINKLER	063-002-5302-0000	55.98
PYE-BARKER FIRE & SAFETY L...	PSI1078803	WWTP - ANNUAL FIRE EXT S...	063-002-5201-0000	135.25
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	063-001-5201-0000	26.50
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	063-001-5201-0000	55.18
BUTLER COUNTY WEED DEP...	26285	WWTP - CHEM FOR GROUN...	063-002-5304-0000	175.60
KANSAS ONE-CALL SYSTEM, I...	3060229	2023 JUNE LOCATES 139 @ \$...	063-003-5201-0000	55.60
USIC LOCATING SERVICES, LLC	596219	2023 JUN USIC LOCATES	063-003-5201-0000	1,001.22
RED EQUIPMENT, LLC	P00188	#6336 - NOZZLE	063-003-5315-0000	3,602.14
CORE & MAIN LP	T088533	#632069 ORD#1037 - 8"...	063-000-0410-0000	346.12
TYLER TECHNOLOGIES, INC	025-427508	SUPPORT & HOST WEB SITE/...	063-001-5201-0000	99.00
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	063-002-5201-0000	39.24

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AMAZON CAPITAL SERVICES	1X9V-6W1W-P3P3	WWTP - SEPTIC STATION/CA...	063-002-5304-0000	114.71
AMAZON CAPITAL SERVICES	1CPT-WKCT-TD7R	WWTP - SEPTIC STATION/PH ...	063-002-5304-0000	19.99
AMAZON CAPITAL SERVICES	1HWL-K73M-RQTK	WWTP - TONER 414A(4)	063-002-5310-0000	199.99
EVERGY	2526367502 JUNE 2023	105 W WETLANDS DR SVC 6/...	063-002-5205-0000	11,201.03
PITNEY BOWES INC	3317730483	RENTAL	063-001-5213-0000	151.53
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLING	063-001-5201-0000	1.98
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLIN...	063-001-5213-0000	4.63
BUCKEYE CORPORATION	SO-3-45311	WWTP - NEW D.O PROBE AN...	063-002-5308-0000	31.70
SPACE STATION STORAGE	18815	WWTP - RET SC200 METER T...	063-002-5213-0000	35.97
PEREGRINE CORPORATION	523472	JULY 5TH BILLING	063-001-5201-0000	67.30
PEREGRINE CORPORATION	523472	JULY 5TH BILLING POSTAGE	063-001-5213-0000	427.01
PEREGRINE CORPORATION	523473	JULY 2023 INSERT	063-001-5212-0000	359.70
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	063-001-5213-0000	375.00
HACH COMPANY	2214138	WWTP - PROCESS MONITOR...	063-002-5315-0000	-2,591.00
VERIZON WIRELESS	9939398572	ACT 942026139-00001 SVC 6...	063-002-5205-0000	16.07
VERIZON WIRELESS	9939407785	WD CHROMEBOOK 1	063-001-5205-0000	40.01
VERIZON WIRELESS	9939407785	WD CHROMEBOOK 2	063-001-5205-0000	40.01
VERIZON WIRELESS	9939407785	WD ON CALL 1	063-001-5205-0000	24.20
VERIZON WIRELESS	9939407785	WD ONCALL 2	063-001-5205-0000	24.20
VERIZON WIRELESS	9939407785	METER READER	063-001-5205-0000	41.35
VERIZON WIRELESS	9939407785	METER READER	063-001-5205-0000	41.35
VERIZON WIRELESS	9939407785	WWTP ONCALL	063-002-5205-0000	51.35
VERIZON WIRELESS	9939407785	MC COLLUM TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9939407785	6TH STREET TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9939407785	WTP TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9939407785	INDUSTRIAL TELEMETRY 1	063-002-5205-0000	40.01
VERIZON WIRELESS	9939407785	WWTP SCADA DIALER	063-002-5205-0000	40.01
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	063-003-5303-0000	89.15
FLEETPRIDE	WIC0213268	#3930 - PTO DRIVELINE REPA...	063-002-5207-0000	554.21
MIDWEST BIO-SYSTEMS, INC	25574	WWTP - COMPOST TURNER ...	063-002-5307-0000	477.75
ACE HARDWARE	K81422	WWTP - HORNET KILLER	063-002-5310-0000	15.18
SUTHERLAND LUMBER TALL...	000262	WWTP - GATE REPAIR	063-002-5306-0000	17.99
ALTERNATIVE ELECTRIC, LLC	1302	LIFT ST - COLLEGE ACRES SER...	063-003-5201-0000	190.00
EVERGY	6645301244 JULY 2023	1550 S HIGH ST DISIN SVC 6/...	063-002-5205-0000	1,804.90
ACE HARDWARE	K81471	WWTP - BASIN WALL STAIN ...	063-002-5306-0000	26.58
R.E. PEDROTTI COMPANY	14756	WWTP - AERATION BASIN M...	063-002-5201-0000	202.00
MIDWEST BIO-SYSTEMS, INC	25587	WWTP - COMPOST TURNER ...	063-002-5307-0000	1,705.51
PEREGRINE CORPORATION	524510	WELCOME HOME CARDS (50...	063-001-5212-0000	31.02
HML, INC	101495	WWTP - 2ND QTR BIO-SOLIDS	063-002-5201-0000	1,115.00
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT BILLI...	063-001-5201-0000	1.89
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT POST...	063-001-5213-0000	4.83
Fund 063 - SEWER FUND Total:				38,361.00

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Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 066 - REFUSE FUND				
ATLAS SPRING & AXLE CO., I...	180737	TRUCK 53 - REPAIR PARTS - S...	066-001-5207-0000	2,065.95
DIRE TRUCK PARTS, INC.	18524	TRUCK 57 - WHEEL STUD/FL...	066-001-5307-0000	37.90
DIRE TRUCK PARTS, INC.	18541	TRUCK 57 - WHEEL STUD/FL...	066-001-5307-0000	76.80
ACTION STAINLESS & ALLOYS	678241	COIL ON WOODEN SPOOL/S...	066-001-5307-0000	3,802.50
NORRIS SERVICE CENTER	17814	TRUCK 78 - BRAKE & CLEARA...	066-001-5207-0000	616.70
TRUCK CENTER COMPANIES	RA103008794 01	FUEL LINE PARTS/REPAIR	066-001-5207-0000	713.98
DIRE TRUCK PARTS, INC.	18648	TRUCK 57 - WHEEL STUD/FL...	066-001-5307-0000	18.98
FLEET FUELS, LLC	21292	DA RELIANT PREMIUM - 15...	066-001-5303-0000	1,688.15
BUMPER TO BUMPER OF EL ...	904368	LED TURN SIGNAL LIGHT	066-001-5307-0000	72.00
INTRUST CARD CENTER	INV0047702	FACEBOOK-EXPERIENCE EL D...	066-001-5212-0000	8.77
FLEETPRIDE	108746057	ADB PAD KIT/OIL BATH SEAL	066-001-5307-0000	150.41
FLEETPRIDE	108746057	ADB PAD KIT/OIL BATH SEAL	066-001-5307-0000	150.41
DIRE TRUCK PARTS, INC.	18668	TRUCK 57 - WHEEL STUD/FL...	066-001-5307-0000	33.12
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	066-001-5201-0000	1.78
PEREGRINE CORPORATION	521962	JUNE 20TH STATEMENT BILL...	066-001-5201-0000	4.35
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING	066-001-5201-0000	48.78
PEREGRINE CORPORATION	521964	JUNE 20TH BILLING POSTAGE	066-001-5213-0000	286.17
BUMPER TO BUMPER OF EL ...	904497	GEAR OIL 75W90 SYNTHETIC	066-001-5307-0000	39.90
PYE-BARKER FIRE & SAFETY L...	PSI1073626	RECHARGE FIRE EXTINGUISH...	066-001-5206-0000	768.00
BUMPER TO BUMPER OF EL ...	904722	TRUCK 57 - HALOGEN BULB	066-001-5307-0000	46.92
BUMPER TO BUMPER OF EL ...	904757	OIL FILTER/ 2 AIR FILTERS	066-001-5307-0000	128.09
BUMPER TO BUMPER OF EL ...	904828	OIL FILTER	066-001-5307-0000	15.10
KANSAS DEPARTMENT OF RE...	004-486035394-F02 JUNE 20...	SALES TAX PERIOD 6/1/2023...	066-001-5209-0000	70.20
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	066-001-5201-0000	24.89
TYLER TECHNOLOGIES, INC	025-429848	SUBSCRIPTION-UB NOTIFICAT..	066-001-5201-0000	51.83
LKQ MID-AMERICA AUTO PA...	147111528	CYLINDER HEAD REPLACEME...	066-001-5307-0000	2,275.00
GLOBAL PAYMENTS INTEGRA...	4128 JUNE 2023	4128 JUNE 2023 MERCHANT ...	066-001-5203-0000	1,145.11
GLOBAL PAYMENTS INTEGRA...	4129 JUNE 2023	4129 JUNE 2023 MERCHANT ...	066-001-5203-0000	1,335.45
TYLER TECHNOLOGIES, INC	025-427508	SUPPORT & HOST WEB SITE/...	066-001-5201-0000	93.00
PITNEY BOWES INC	3317730483	RENTAL	066-001-5213-0000	151.53
KANSAS GAS SERVICE	510264198 1615244 36 JUNE...	222 E LOCUST AVE SVC FROM..	066-001-5205-0000	15.14
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLING	066-001-5201-0000	1.85
PEREGRINE CORPORATION	523180	JULY 5TH STATEMENT BILLIN...	066-001-5213-0000	4.35
VERIZON CONNECT FLEET US...	628000041922	MONTHLY SERVICES	066-001-5205-0000	529.02
HOLTZ INDUSTRIES INC	632839	MOLDON RUBBER SWIVELS	066-001-5307-0000	3,516.63
PEREGRINE CORPORATION	523472	JULY 5TH BILLING	066-001-5201-0000	63.22
PEREGRINE CORPORATION	523472	JULY 5TH BILLING POSTAGE	066-001-5213-0000	401.12
PEREGRINE CORPORATION	523473	JULY 2023 INSERT	066-001-5212-0000	337.90
PITNEY BOWES BANK INC RE...	INV0047730	POSTAGE ALLOCATION FOR ...	066-001-5213-0000	375.00
KANSASLAND TIRE WHOLESA...	76378	TIRE P225-60R18 - 11R22.5	066-001-5307-0000	507.28
VERIZON WIRELESS	9939407785	PW REFUSE TABLET	066-001-5205-0000	40.01
KANSAS BG, LLC	PI0047487	ADV FORMULA/DIESEL OIL C...	066-001-5303-0000	89.15
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	222 E 2ND AVE	066-001-5205-0000	43.50

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Vendor Name	Payable Number	Description (Item)	Account Number	Amount
WOODRIVER ENERGY LLC	346568	222 E 2ND AVE	066-001-5205-0000	3.49
PEREGRINE CORPORATION	524510	WELCOME HOME CARDS (50...	066-001-5212-0000	29.14
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT BILLI...	066-001-5201-0000	1.78
PEREGRINE CORPORATION	524931	JULY 20TH STATEMENT POST...	066-001-5213-0000	4.55
Fund 066 - REFUSE FUND Total:				21,884.90
Fund: 069 - COMPRESSED NATURAL GAS STATION FUND				
HEARTLAND ACQUISITION LLC	1859 JUNE 2023	1859 JUNE 2023 MERCHANT ...	069-001-5203-0000	58.99
KANSAS GAS SERVICE	510469962 1492273 82 JUN ...	222 1/2 E 2ND AVE	069-001-5205-0000	418.88
WOODRIVER ENERGY LLC	346568	222 1/2 E 2ND AVE-CNG FUEL...	069-001-5205-0000	892.98
Fund 069 - COMPRESSED NATURAL GAS STATION FUND Total:				1,370.85
Fund: 072 - DATA PROCESSING FUND				
EL DORADO ROTARY CLUB	INV0047723	DAVID DILLNER FY 2022-2023..	072-001-5211-0000	105.00
BALTIC NETWORKS USA	151823	IT - FIRE 2 SERVER ROOM SW...	072-019-5315-0000	379.00
ODP BUSINESS SOLUTIONS, L...	317659134001	TONER FOR HR	072-001-5310-0000	75.75
ODP BUSINESS SOLUTIONS, L...	317727609001	NAME PLATE-EMERALD	072-001-5301-0000	12.99
INTRUST CARD CENTER	INV0047704	ICMA-TABITHA (AFFILIATE A...	072-001-5211-0000	200.00
INTRUST CARD CENTER	INV0047704	RUSSELL'S DONUTS-EMPLOY...	072-001-5211-0000	22.89
INTRUST CARD CENTER	INV0047704	WAL MART (PLASTICWARE)	072-001-5213-0000	10.32
INTRUST CARD CENTER	INV0047704	WAL MART-WIPES/BAND AI...	072-001-5310-0000	33.76
INTRUST CARD CENTER	INV0047705	TWO BROTHERS-LUNCH W/...	072-001-5211-0000	17.76
INTRUST CARD CENTER	INV0047705	BREW CO-LUNCH W/MAYOR...	072-001-5211-0000	12.39
INTRUST CARD CENTER	INV0047705	JIMMY'S EGGS-LUNCH W/M...	072-001-5211-0000	17.32
INTRUST CARD CENTER	INV0047705	BREWCO-MTG WITH COMM...	072-001-5211-0000	6.08
INTRUST CARD CENTER	INV0047706	ICMA-TABITHA REGISTRATION	072-001-5211-0000	445.00
INTRUST CARD CENTER	INV0047706	USPS-POSTAGE	072-001-5213-0000	28.75
INTRUST CARD CENTER	INV0047706	RUSSELL'S DONUTS-DONUTS ...	072-001-5213-0000	15.00
INTRUST CARD CENTER	INV0047720	SCRIBE-IT HOW TO SOFTWA...	072-019-5201-0000	208.80
GALAXIE BUSINESS EQUIPM...	143441	IT - VMWARE SOFTWARE FOR...	072-019-5201-0000	585.00
GALAXIE BUSINESS EQUIPM...	143441	IT - FIRE 2 SERVER ROOM - S...	072-019-5201-0000	585.00
AMAZON CAPITAL SERVICES	17HX-XY7M-PMFQ	IT - FIRE SERVER RAM RACK	072-019-5315-0000	809.99
BYTESPEED, LLC	INV0165115	IT - RAM UPGRADE FOR PD ...	072-019-5316-0000	39.00
AMAZON CAPITAL SERVICES	139M-PT7P-F9NN	IT - CAT 5 CABLE	072-019-5316-0000	283.98
ODP BUSINESS SOLUTIONS, L...	317013407001	RUBBERBANDS/HIGHLIGHTE...	072-001-5301-0000	44.44
ODP BUSINESS SOLUTIONS, L...	317013407001	ADDING MACHINE TAPE	072-001-5301-0000	6.91
ODP BUSINESS SOLUTIONS, L...	317013407001	BATTERIES - AA & 9 VOLT	072-001-5310-0000	35.55
OPENTEXT INC.	2307861891	ADMIN/HR	072-001-5205-0000	23.23
BUTLER COUNTY TIMES-GAZ...	STMT OCT 2021	3RD QTR TREASURER REPORT	072-001-5212-0000	190.40
TYLER TECHNOLOGIES, INC	045-425829	IT-TIMECLOCK MAINTENANCE	072-019-5201-0000	2,410.00
EMPAC, INC.	14058	3RD QTR 2023 EAP SERVICES	072-001-5201-0000	86.34
AMAZON CAPITAL SERVICES	1JXN-7TDP-PNJR	KEURIG COMMERICAL COFFE...	072-001-5310-0000	189.99
AMAZON CAPITAL SERVICES	1DYF-MCLC-XNLY	IT - UBIQUITI CAMERA	072-019-5315-0000	499.00
AMAZON CAPITAL SERVICES	1YCM-RLMM-X1TM	IT - CAR ACCESSORIES	072-019-5310-0000	23.78
COMM LINK INC	2193	IT - PHONE BRIDGE	072-019-5201-0000	30.00

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Vendor Name	Payable Number	Description (Item)	Account Number	Amount
VELOCITY	3439700 JULY 2023	ACT 3439700 SVC FROM 7/1...	072-019-5201-0000	10.00
VELOCITY	3439701 JULY 2023	ACT 3439701 SVC FROM 7/1...	072-019-5201-0000	10.00
VELOCITY	3439702 JULY 2023	ACT 3439702 SVC FROM 7/1...	072-019-5201-0000	10.00
INTRUST CARD CENTER	INV0047718	AVTECH-IT FIRE 2 SERVER R...	072-019-5315-0000	816.88
INTRUST CARD CENTER	INV0047718	UBIQUITI-FIRE 2 SERVER RO...	072-019-5315-0000	871.83
VERIZON WIRELESS	9939407785	CITY HOTSPOT 1	072-001-5205-0000	40.01
VERIZON WIRELESS	9939407785	CITY HOTSPOT 3	072-001-5205-0000	40.01
VERIZON WIRELESS	9939407785	CITY HOTSPOT 2	072-001-5205-0000	40.01
IMAGEQUEST INC.	IN4578538	ADMIN PRINTER SVC 6/16/2...	072-001-5210-0000	13.52
AMAZON CAPITAL SERVICES	1WDD-KMRN-9JMG	COFFEE	072-001-5310-0000	79.32
AMAZON CAPITAL SERVICES	1KPW-3NCJ-GFLG	OFFICE CHAIR - HALEY REMS...	072-001-7402-0000	159.99
Fund 072 - DATA PROCESSING FUND Total:				9,524.99
Grand Total:				1,418,239.39

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	133,553.10	132,760.10
002 - EQUIPMENT RESERVE FUND	13,875.00	13,875.00
003 - AIRPORT FUND	23,642.06	23,642.06
004 - FAMILY LIFE CENTER GRANT FUND	41,683.75	41,683.75
005 - EL DORADO SENIOR CENTER FUND	3,395.47	3,186.47
007 - MAJOR STREET FUND	27,800.04	27,611.04
009 - STORMWATER FUND	667.48	667.48
010 - ECONOMIC DEVELOPMENT SALES TAX FUND	790.60	790.60
011 - BRADFORD MEMORIAL LIBRARY	16,711.26	16,687.85
018 - SELF INSURANCE RESERVE FUND	5,087.84	2,171.00
019 - COMMUNITY DEVELOPMENT DISTRICT	9,686.80	9,686.80
020 - SALES TAX FUND	2,093.16	2,093.16
023 - POLICE DEPT SEIZED ASSETS	179.86	179.86
024 - TOURISM TAX FUND	4,353.07	4,353.07
027 - EXPENDABLE TRUST FUND	173.18	173.18
030 - CONSTRUCTION FUND	425,726.88	425,726.88
031 - BUILDING DEMOLITION	514.42	514.42
041 - TIF W CENTRAL AVENUE GATEWAY	99,829.78	99,829.78
060 - WATER FUND	537,333.90	537,308.65
063 - SEWER FUND	38,361.00	41,274.22
066 - REFUSE FUND	21,884.90	21,884.90
069 - COMPRESSED NATURAL GAS STATION FUND	1,370.85	1,370.85
072 - DATA PROCESSING FUND	9,524.99	9,524.99
Grand Total:	1,418,239.39	1,416,996.11

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-1014-0000	JUDICIAL EDUCATION FE...	113.00	113.00
001-000-1016-0000	COMMUNITY CORRECTI...	359.86	359.86
001-000-1017-0000	RESTITUTIONS PAYABLE	476.97	476.97
001-000-1018-0000	LAW ENFORCEMENT TRA..	2,529.67	2,529.67
001-000-1021-0000	SEATBELT SAFETY FUND	920.00	920.00
001-000-4620-0000	PARK RENTAL FEES	30.00	30.00
001-000-4621-0000	RENTALS	240.00	240.00
001-011-5201-0000	PROFESSIONAL SERVICES	6,100.00	6,100.00
001-011-5203-0000	BANK SERVICE CHARGES	525.44	525.44
001-011-5205-0000	UTILITIES	1,092.17	1,092.17
001-011-5210-0000	RENTALS	67.61	67.61
001-011-5211-0000	TRAVL,TRAIN,MEMBERS...	53.55	53.55
001-011-5212-0000	PUBLICATION AND PRINT..	44.90	44.90

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-011-5213-0000	OTHER CHARGES	831.31	831.31
001-011-5301-0000	OFFICE SUPPLIES	28.99	28.99
001-011-5305-0000	CLOTHING	336.02	336.02
001-011-5310-0000	GENERAL SUPPLIES	1,785.27	1,785.27
001-012-5201-0000	PROFESSIONAL SERVICES	132.09	132.09
001-012-5203-0000	BANK SERVICE CHARGES	345.33	345.33
001-012-5204-0000	INSURANCE & BONDS	90.00	90.00
001-012-5205-0000	UTILITIES	15,983.90	15,983.90
001-012-5210-0000	RENTALS	233.00	0.00
001-012-5211-0000	TRAVL,TRAIN,MEMBERS...	213.58	213.58
001-012-5212-0000	PUBLICATION AND PRINT..	618.03	618.03
001-012-5213-0000	OTHER CHARGES	181.56	181.56
001-012-5301-0000	OFFICE SUPPLIES	495.05	495.05
001-012-5310-0000	GENERAL SUPPLIES	134.89	134.89
001-013-5201-0000	PROFESSIONAL SERVICES	15,639.99	15,639.99
001-013-5203-0000	BANK SERVICE CHARGES	404.53	404.53
001-013-5210-0000	RENTALS	116.50	0.00
001-013-5211-0000	TRAVL,TRAIN,MEMBERS...	250.00	250.00
001-013-5301-0000	OFFICE SUPPLIES	289.95	289.95
001-013-5311-0000	PRISONER CARE	7,035.00	7,035.00
001-014-5201-0000	PROFESSIONAL SERVICES	4,588.00	4,588.00
001-014-5310-0000	GENERAL SUPPLIES	1,171.48	1,171.48
001-021-5201-0000	PROFESSIONAL SERVICES	1,017.47	1,017.47
001-021-5203-0000	BANK SERVICE CHARGES	404.52	404.52
001-021-5205-0000	UTILITIES	1,893.64	1,893.64
001-021-5210-0000	RENTALS	116.50	0.00
001-021-5211-0000	TRAVL,TRAIN,MEMBERS...	1,176.22	1,176.22
001-021-5212-0000	PUBLICATION AND PRINT..	102.40	102.40
001-021-5213-0000	OTHER CHARGES	2,125.50	2,125.50
001-021-5301-0000	OFFICE SUPPLIES	442.92	442.92
001-021-5303-0000	MOTOR FUELS AND LUB...	89.15	89.15
001-021-5305-0000	CLOTHING	862.64	862.64
001-021-5307-0000	MAINTENANCE AND RE...	2,291.50	2,291.50
001-021-5310-0000	GENERAL SUPPLIES	72.88	72.88
001-021-5312-0000	SAFETY MATERIALS AND...	34.34	34.34
001-023-5201-0000	PROFESSIONAL SERVICES	2,315.52	2,315.52
001-023-5205-0000	UTILITIES	1,225.17	1,225.17
001-023-5207-0000	MAINTENANCE AND RE...	1,139.38	1,139.38
001-023-5210-0000	RENTALS	278.00	0.00
001-023-5211-0000	TRAVL,TRAIN,MEMBERS...	965.87	965.87
001-023-5213-0000	OTHER CHARGES	175.51	175.51
001-023-5301-0000	OFFICE SUPPLIES	140.76	140.76

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-023-5303-0000	MOTOR FUELS AND LUB...	126.40	126.40
001-023-5305-0000	CLOTHING	544.35	544.35
001-023-5306-0000	MAINT &REPAIR-BLDGS...	109.99	109.99
001-023-5307-0000	MAINTENANCE AND RE...	1,888.73	1,888.73
001-023-5309-0000	JANITORIAL & HOUSEHO...	96.15	96.15
001-023-5310-0000	GENERAL SUPPLIES	93.21	93.21
001-023-5312-0000	SAFETY MATERIALS AND...	710.80	710.80
001-023-7506-0000	LEASE PURCHASE PRINCI...	10,214.61	10,214.61
001-023-7516-0000	LEASE PURCHASE INTER...	524.08	524.08
001-033-5205-0000	UTILITIES	1,162.78	1,162.78
001-033-5207-0000	MAINTENANCE AND RE...	20.00	20.00
001-033-5211-0000	TRAVL,TRAIN,MEMBERS...	35.64	35.64
001-033-5302-0000	SMALL TOOLS	69.97	69.97
001-033-5303-0000	MOTOR FUELS AND LUB...	89.15	89.15
001-033-5305-0000	CLOTHING	112.89	112.89
001-033-5307-0000	MAINTENANCE AND RE...	153.55	153.55
001-033-5308-0000	MAINT & REPAIR-OTHER ..	1,238.89	1,238.89
001-033-5310-0000	GENERAL SUPPLIES	1,259.26	1,259.26
001-033-5312-0000	SAFETY MATERIALS AND...	10.99	10.99
001-041-5201-0000	PROFESSIONAL SERVICES	1,917.12	1,917.12
001-041-5205-0000	UTILITIES	376.93	376.93
001-041-5206-0000	MAINT & REPAIR-BLDGS...	95.25	95.25
001-041-5301-0000	OFFICE SUPPLIES	8.94	8.94
001-041-5307-0000	MAINTENANCE AND RE...	100.00	100.00
001-041-5310-0000	GENERAL SUPPLIES	383.08	383.08
001-042-5205-0000	UTILITIES	50.23	50.23
001-042-5207-0000	MAINTENANCE AND RE...	3,256.14	3,256.14
001-042-5210-0000	RENTALS	49.00	0.00
001-042-5213-0000	OTHER CHARGES	680.80	680.80
001-042-5307-0000	MAINTENANCE AND RE...	282.05	282.05
001-042-5308-0000	MAINT & REPAIR-OTHER ..	682.96	682.96
001-042-5310-0000	GENERAL SUPPLIES	7.99	7.99
001-051-5201-0000	PROFESSIONAL SERVICES	805.19	805.19
001-051-5203-0000	BANK SERVICE CHARGES	298.21	298.21
001-051-5205-0000	UTILITIES	2,262.00	2,262.00
001-051-5206-0000	MAINT & REPAIR-BLDGS...	500.12	500.12
001-051-5207-0000	MAINTENANCE AND RE...	393.00	393.00
001-051-5209-0000	TAX PAYMENT	888.55	888.55
001-051-5210-0000	RENTALS	676.30	676.30
001-051-5211-0000	TRAVL,TRAIN,MEMBERS...	465.00	465.00
001-051-5302-0000	SMALL TOOLS	9.99	9.99
001-051-5304-0000	CHEMICALS / LAB SUPPL...	512.73	512.73

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-051-5305-0000	CLOTHING	292.00	292.00
001-051-5307-0000	MAINTENANCE AND RE...	612.30	612.30
001-051-5308-0000	MAINT & REPAIR-OTHER ..	1,644.73	1,644.73
001-051-5310-0000	GENERAL SUPPLIES	71.95	71.95
001-051-5327-0000	CONCESSION SUPPLIES	3,437.81	3,437.81
001-051-5330-0000	T-SHIRTS & AWARDS	1,141.84	1,141.84
001-051-5331-0000	ATHLETIC SUPPLIES	293.93	293.93
001-052-5201-0000	PROFESSIONAL SERVICES	472.15	472.15
001-052-5205-0000	UTILITIES	48.65	48.65
001-052-5210-0000	RENTALS	1,150.00	1,150.00
001-052-5304-0000	CHEMICALS / LAB SUPPL...	10,519.13	10,519.13
001-052-5308-0000	MAINT & REPAIR-OTHER ..	52.89	52.89
001-052-5310-0000	GENERAL SUPPLIES	325.17	325.17
002-033-7401-0000	MACHINERY & AUTOMO...	2,458.34	2,458.34
002-051-7401-0000	MACHINERY & AUTOMO...	11,416.66	11,416.66
003-000-0410-0000	INVENTORY	19,449.53	19,449.53
003-011-5201-0000	PROFESSIONAL SERVICES	432.00	432.00
003-011-5203-0000	BANK SERVICE CHARGES	455.14	455.14
003-011-5205-0000	UTILITIES	303.50	303.50
003-011-5207-0000	MAINTENANCE AND RE...	1,601.32	1,601.32
003-011-5209-0000	TAX PAYMENT	809.23	809.23
003-011-5211-0000	TRAVL,TRAIN,MEMBERS...	417.08	417.08
003-011-5303-0000	MOTOR FUELS AND LUB...	32.72	32.72
003-011-5307-0000	MAINTENANCE AND RE...	127.55	127.55
003-011-5310-0000	GENERAL SUPPLIES	13.99	13.99
004-028-5213-0000	OTHER CHARGES	41,683.75	41,683.75
005-011-5201-0000	PROFESSIONAL SERVICES	7.50	7.50
005-011-5202-0000	PAYMENTS TO CONTRA...	312.00	312.00
005-011-5204-0000	INSURANCE & BONDS	276.40	276.40
005-011-5205-0000	UTILITIES	259.93	259.93
005-011-5210-0000	RENTALS	209.00	0.00
005-011-5213-0000	OTHER CHARGES	31.47	31.47
005-011-5301-0000	OFFICE SUPPLIES	99.94	99.94
005-011-5309-0000	JANITORIAL & HOUSEHO...	590.03	590.03
005-011-5310-0000	GENERAL SUPPLIES	1,110.20	1,110.20
005-011-5315-0000	NON-CAPITALIZED ASSE...	499.00	499.00
007-034-5201-0000	PROFESSIONAL SERVICES	528.87	528.87
007-034-5205-0000	UTILITIES	773.30	773.30
007-034-5206-0000	MAINT & REPAIR-BLDGS...	768.00	768.00
007-034-5207-0000	MAINTENANCE AND RE...	373.72	373.72
007-034-5210-0000	RENTALS	369.00	180.00
007-034-5211-0000	TRAVL,TRAIN,MEMBERS...	208.59	208.59

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
007-034-5213-0000	OTHER CHARGES	175.51	175.51
007-034-5302-0000	SMALL TOOLS	18.89	18.89
007-034-5303-0000	MOTOR FUELS AND LUB...	933.93	933.93
007-034-5305-0000	CLOTHING	16.99	16.99
007-034-5306-0000	MAINT &REPAIR-BLDGS...	27.64	27.64
007-034-5307-0000	MAINTENANCE AND RE...	1,116.11	1,116.11
007-034-5308-0000	MAINT & REPAIR-OTHER ..	4,333.00	4,333.00
007-034-5310-0000	GENERAL SUPPLIES	1,210.04	1,210.04
007-034-5312-0000	SAFETY MATERIALS AND...	32.64	32.64
007-034-5325-0000	TRAFFIC SIGNS,SIGNALS...	927.81	927.81
007-034-7401-0000	MACHINERY & AUTOMO...	15,986.00	15,986.00
009-011-5201-0000	PROFESSIONAL SERVICES	667.48	667.48
010-011-5212-0000	PUBLICATION AND PRINT..	790.60	790.60
011-011-5201-0000	PROFESSIONAL SERVICES	7,044.57	7,044.57
011-011-5205-0000	UTILITIES	1,771.97	1,771.97
011-011-5210-0000	RENTALS	148.32	148.32
011-011-5211-0000	TRAVL,TRAIN,MEMBERS...	50.44	50.44
011-011-5212-0000	PUBLICATION AND PRINT..	301.30	301.30
011-011-5213-0000	OTHER CHARGES	264.86	264.86
011-011-5301-0000	OFFICE SUPPLIES	101.51	101.51
011-011-5306-0000	MAINT &REPAIR-BLDGS...	85.27	85.27
011-011-5310-0000	GENERAL SUPPLIES	253.26	253.26
011-011-5313-0000	PRINT MATERIALS	4,128.28	4,104.87
011-011-5314-0000	DIGITAL MATERIALS	1,052.00	1,052.00
011-011-5315-0000	NON-CAPITALIZED ASSE...	9.99	9.99
011-011-5318-0000	AUDIOVISUAL MATERIA...	633.98	633.98
011-011-5321-0000	MEMORIALS - BOOKS, E...	451.18	451.18
011-011-5323-0000	PROGRAM EXPENSES - ...	33.14	33.14
011-011-5324-0000	PROGRAM EXPENSES - C...	189.56	189.56
011-011-5326-0000	LIBRARY PROCESSING C...	191.63	191.63
018-011-5201-0000	PROFESSIONAL SERVICES	1,250.00	1,250.00
018-011-5209-0000	TAX PAYMENT	921.00	921.00
018-011-5401-0000	YMCA CITY CONTRIBUTI...	2,916.84	0.00
019-011-5213-0000	OTHER CHARGES	9,686.80	9,686.80
020-011-5209-0000	TAX PAYMENT	2,093.16	2,093.16
023-011-5201-0000	PROFESSIONAL SERVICES	179.86	179.86
024-011-5201-0000	PROFESSIONAL SERVICES	5.00	5.00
024-011-5205-0000	UTILITIES	100.45	100.45
024-011-5210-0000	RENTALS	2,369.67	2,369.67
024-011-5212-0000	PUBLICATION AND PRINT..	421.78	421.78
024-011-5213-0000	OTHER CHARGES	1,456.17	1,456.17
027-152-7401-0000	MACHINERY & AUTOMO...	173.18	173.18

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
030-011-5201-0605	PROFESSIONAL SERVICES	15,400.00	15,400.00
030-011-5201-0606	PROFESSIONAL SERVICES	60,000.00	60,000.00
030-011-5201-0612	PROFESSIONAL SERVICES	22,700.00	22,700.00
030-011-5202-0609	PAYMENTS TO CONTRA...	172,601.70	172,601.70
030-011-5202-0611	PAYMENTS TO CONTRA...	27,894.38	27,894.38
030-011-5202-0614	PAYMENTS TO CONTRA...	51,330.40	51,330.40
030-011-5212-0560	PUBLICATION AND PRINT..	183.60	183.60
030-011-5212-0590	PUBLICATION AND PRINT..	164.90	164.90
030-011-5212-0591	PUBLICATION AND PRINT..	163.20	163.20
030-011-5212-0612	PUBLICATION AND PRINT..	197.47	197.47
030-011-5212-0613	PUBLICATION AND PRINT..	161.66	161.66
030-011-5213-0611	OTHER CHARGES	45.97	45.97
030-011-5308-0612	MAINT & REPAIR-OTHER ..	3,643.60	3,643.60
030-011-5315-0607	NON-CAPITALIZED ASSE...	11,500.00	11,500.00
030-011-7403-0606	BUILDINGS	59,740.00	59,740.00
031-027-5212-0000	PUBLICATION AND PRINT..	514.42	514.42
041-000-5213-0000	OTHER CHARGES	99,829.78	99,829.78
060-000-0410-0000	INVENTORY	84,243.71	84,243.71
060-000-1067-0000	WATER PROTECTION FEE	16,432.05	16,432.05
060-000-1198-0000	HOLLYFRONTIER ELECTR...	8,579.49	8,579.49
060-001-5201-0000	PROFESSIONAL SERVICES	333.46	333.46
060-001-5203-0000	BANK SERVICE CHARGES	13,607.28	13,607.28
060-001-5205-0000	UTILITIES	41.43	41.43
060-001-5207-0000	MAINTENANCE AND RE...	366.00	366.00
060-001-5209-0000	TAX PAYMENT	15,405.05	15,405.05
060-001-5211-0000	TRAVL,TRAIN,MEMBERS...	443.66	443.66
060-001-5212-0000	PUBLICATION AND PRINT..	1,257.04	1,257.04
060-001-5213-0000	OTHER CHARGES	3,187.46	3,187.46
060-001-5301-0000	OFFICE SUPPLIES	165.86	165.86
060-002-5201-0000	PROFESSIONAL SERVICES	1,924.74	1,924.74
060-002-5205-0000	UTILITIES	11,823.07	11,823.07
060-002-5206-0000	MAINT & REPAIR-BLDGS...	330.00	330.00
060-002-5207-0000	MAINTENANCE AND RE...	440.73	440.73
060-002-5210-0000	RENTALS	35.00	35.00
060-002-5211-0000	TRAVL,TRAIN,MEMBERS...	68.38	68.38
060-002-5213-0000	OTHER CHARGES	170.15	170.15
060-002-5302-0000	SMALL TOOLS	39.99	39.99
060-002-5304-0000	CHEMICALS / LAB SUPPL...	1,381.66	1,381.66
060-002-5306-0000	MAINT &REPAIR-BLDGS...	144.03	144.03
060-002-5307-0000	MAINTENANCE AND RE...	84.69	84.69
060-002-5309-0000	JANITORIAL & HOUSEHO...	313.87	313.87
060-002-5310-0000	GENERAL SUPPLIES	5.99	5.99

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
060-002-5312-0000	SAFETY MATERIALS AND...	151.40	151.40
060-002-5315-0000	NON-CAPITALIZED ASSE...	302.86	302.86
060-002-7401-0000	MACHINERY & AUTOMO...	142,320.00	142,320.00
060-003-5201-0000	PROFESSIONAL SERVICES	2,225.26	2,225.26
060-003-5205-0000	UTILITIES	735.87	710.62
060-003-5207-0000	MAINTENANCE AND RE...	1,358.97	1,358.97
060-003-5213-0000	OTHER CHARGES	19.98	19.98
060-003-5301-0000	OFFICE SUPPLIES	9.74	9.74
060-003-5302-0000	SMALL TOOLS	315.98	315.98
060-003-5303-0000	MOTOR FUELS AND LUB...	89.15	89.15
060-003-5305-0000	CLOTHING	564.85	564.85
060-003-5307-0000	MAINTENANCE AND RE...	833.83	833.83
060-003-5308-0000	MAINT & REPAIR-OTHER ..	8,683.39	8,683.39
060-003-5310-0000	GENERAL SUPPLIES	997.07	997.07
060-003-5312-0000	SAFETY MATERIALS AND...	82.00	82.00
060-004-5213-0000	OTHER CHARGES	217,818.76	217,818.76
063-000-0410-0000	INVENTORY	6,283.19	6,283.19
063-001-5201-0000	PROFESSIONAL SERVICES	305.67	305.67
063-001-5205-0000	UTILITIES	211.12	211.12
063-001-5211-0000	TRAVL,TRAIN,MEMBERS...	108.50	108.50
063-001-5212-0000	PUBLICATION AND PRINT..	390.72	390.72
063-001-5213-0000	OTHER CHARGES	1,272.27	1,272.27
063-002-5201-0000	PROFESSIONAL SERVICES	3,457.49	3,457.49
063-002-5205-0000	UTILITIES	13,302.70	13,302.70
063-002-5206-0000	MAINT & REPAIR-BLDGS...	-183.82	0.00
063-002-5207-0000	MAINTENANCE AND RE...	553.41	554.21
063-002-5211-0000	TRAVL,TRAIN,MEMBERS...	263.03	263.03
063-002-5213-0000	OTHER CHARGES	35.97	35.97
063-002-5302-0000	SMALL TOOLS	79.98	79.98
063-002-5303-0000	MOTOR FUELS AND LUB...	101.55	101.55
063-002-5304-0000	CHEMICALS / LAB SUPPL...	348.28	348.28
063-002-5306-0000	MAINT &REPAIR-BLDGS...	3,699.46	3,699.46
063-002-5307-0000	MAINTENANCE AND RE...	2,328.45	2,108.45
063-002-5308-0000	MAINT & REPAIR-OTHER ..	147.70	147.70
063-002-5310-0000	GENERAL SUPPLIES	310.16	310.16
063-002-5315-0000	NON-CAPITALIZED ASSE...	-2,948.60	0.00
063-003-5201-0000	PROFESSIONAL SERVICES	1,246.82	1,246.82
063-003-5205-0000	UTILITIES	72.75	72.75
063-003-5302-0000	SMALL TOOLS	63.94	63.94
063-003-5303-0000	MOTOR FUELS AND LUB...	89.15	89.15
063-003-5307-0000	MAINTENANCE AND RE...	2,534.63	2,534.63
063-003-5308-0000	MAINT & REPAIR-OTHER ..	547.51	547.51

Account Summary

		Account Number	Account Name	Expense Amount	Payment Amount
		063-003-5309-0000	JANITORIAL & HOUSEHO...	136.83	136.83
		063-003-5315-0000	NON-CAPITALIZED ASSE...	3,602.14	3,602.14
		066-001-5201-0000	PROFESSIONAL SERVICES	291.48	291.48
		066-001-5203-0000	BANK SERVICE CHARGES	2,480.56	2,480.56
		066-001-5205-0000	UTILITIES	631.16	631.16
		066-001-5206-0000	MAINT & REPAIR-BLDGS...	768.00	768.00
		066-001-5207-0000	MAINTENANCE AND RE...	3,396.63	3,396.63
		066-001-5209-0000	TAX PAYMENT	70.20	70.20
		066-001-5212-0000	PUBLICATION AND PRINT..	375.81	375.81
		066-001-5213-0000	OTHER CHARGES	1,222.72	1,222.72
		066-001-5303-0000	MOTOR FUELS AND LUB...	1,777.30	1,777.30
		066-001-5307-0000	MAINTENANCE AND RE...	10,871.04	10,871.04
		069-001-5203-0000	BANK SERVICE CHARGES	58.99	58.99
		069-001-5205-0000	UTILITIES	1,311.86	1,311.86
		072-001-5201-0000	PROFESSIONAL SERVICES	86.34	86.34
		072-001-5205-0000	UTILITIES	143.26	143.26
		072-001-5210-0000	RENTALS	13.52	13.52
		072-001-5211-0000	TRAVL,TRAIN,MEMBERS...	826.44	826.44
		072-001-5212-0000	PUBLICATION AND PRINT..	190.40	190.40
		072-001-5213-0000	OTHER CHARGES	54.07	54.07
Payroll		072-001-5301-0000	OFFICE SUPPLIES	64.34	64.34
07/12/23	\$ 216,270.19	072-001-5310-0000	GENERAL SUPPLIES	414.37	414.37
07/26/23	\$ 216,701.85	072-001-7402-0000	OFFICE EQUIPMENT & F...	159.99	159.99
Expenses	\$1,418,239.39	072-019-5201-0000	PROFESSIONAL SERVICES	3,848.80	3,848.80
		072-019-5310-0000	GENERAL SUPPLIES	23.78	23.78
Total	\$1,851,211.43	072-019-5315-0000	NON-CAPITALIZED ASSE...	3,376.70	3,376.70
		072-019-5316-0000	COMPUTER SUPPLIES	322.98	322.98
		Grand Total:		1,418,239.39	1,416,996.11

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,418,239.39	1,416,996.11
Grand Total:	1,418,239.39	1,416,996.11

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: El Dorado Plaza CID
DATE: August 7, 2023

Background:

The City Commission has received a petition for a CID to be located at 2300-2400 Block of W Central Avenue. This Community Improvement District will levy a 1% sales tax on all sales on the property. The sales tax paid to the State of Kansas will then be returned to the property owner for the purpose of funding infrastructure related items, replacement of the facade, canopies, sidewalks, parking lot and drives, buildings, structures, facilities, sewers and utilities, mechanical systems, fire sprinkler systems, roof, parking lot lighting, property marquee signage, tenant signage, traffic signage, benches and seating, waste receptacles, water sprinkler services, painting, landscaping, marketing and advertisement, the costs of cleaning and maintenance, security, soft costs of the projects, and the costs of private financing of the project and the City and the Petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act. The project is estimated to cost \$3,325,000.

Attachments:

1. CID ORDINANCE
2. DEVELOPMENT AGREEMENT
3. Collateral Assignment of Development Agreement
4. Consent to Collateral Assignment of Development Agreement

Policy Issue:

The City Commission must hold a public hearing to create the El Dorado Plaza Community Improvement District.

Fiscal Impact:

The proposed improvements will be financed by the petitioner and paid back with a 1% tax increase on the property, which includes the .

Trade-offs:

Although the negative impacts to the City are anticipated to be non-existent, the Commission should always ensure that applications for any and all economic development related incentives meet strict guidelines and are "fair" and "equitable."

Staff Recommendation:

Adopt the ordinance approving the CID.

Commission Action:

Commissioner _____ moved to approve an Ordinance of the City of El Dorado establishing the El Dorado Plaza Shopping Center Community Improvement District; authorizing the making of certain project improvements relating thereto; approving the estimated costs of such project improvements; levying a 1% CID sales tax; providing for the method of financing the same; and authorizing the execution of a development agreement and other documents related thereto.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON AUGUST 7, 2023**

The City Commission (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Pursuant to notice published and mailed in accordance with the requirements of the CID Act, the Mayor opened the public hearing regarding the creation of the proposed community improvement district. After hearing the comments of persons desiring to speak with respect to the above matter, the Mayor closed the public hearing.

There was presented to the Governing Body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF EL DORADO ESTABLISHING THE EL DORADO PLAZA SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AND OTHER DOCUMENTS RELATED THERETO.

Commissioner _____ that the Ordinance be passed. The motion was seconded by Commissioner _____. The motion was carried by a vote of the Governing Body as follows:

Aye:

Nay:

The Ordinance was then duly numbered Ordinance No. G-1392, was signed by the Mayor and attested by the City Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City and recorded with the Butler County Register of Deeds.

* * * * *

(Other Proceedings)

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Commission 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

(Published in *Butler County Times-Gazette* on August 12, 2023)

ORDINANCE NO. G-1392

AN ORDINANCE OF THE CITY OF EL DORADO ESTABLISHING THE EL DORADO PLAZA SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AND OTHER DOCUMENTS RELATED THERETO.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “CID Act”), cities are authorized to create community improvement districts as a method of financing economic development related improvements in a defined area within the city; and

WHEREAS, the City of El Dorado, Kansas (the “City”) is a city within the meaning of the Act; and

WHEREAS, a petition (the “Petition”) was filed with the City proposing the creation of a community improvement district pursuant to the Act to be known as the El Dorado Plaza Shopping Center Community Improvement District (the “District”), the completion of a project relating thereto as more particularly described herein (the “Project”) and the imposition of a CID Sales Tax in the amount of 1.00% (the “CID Sales Tax”) in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of one hundred percent (100%) of all land and all of the assessed value within the proposed District; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the City Commission (the “Governing Body”) adopted Resolution No. 2958 (the “Resolution”) on June 5, 2023, directing that a public hearing on the proposed District be held on August 7, 2023, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on August 7, 2023, the Governing Body conducted a public hearing on the proposed District, the proposed Project related thereto, the method of financing the same and the imposition of the CID Sales Tax; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Project relating thereto, approve the estimated costs of such community improvement district projects, approve the method of financing the same and impose the CID Sales Tax, all in accordance with the provisions of the CID Act; and

WHEREAS, the City and El Dorado Plaza Shopping Center LLC have negotiated the terms of a Development Agreement, dated as of August 7, 2023 or such other effective date as set forth therein (the “Development Agreement”) relating to the development of the proposed Project, the distribution of the CID Sales Tax and related matters; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Development Agreement and related documents.

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

Section 1. Creation of the District. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby creates the El Dorado Plaza Shopping Center Community Improvement District within the City and approves the boundaries thereof (the “District”). A legal description of the property within the District is set forth in *Exhibit A* attached hereto and incorporated by reference. A map generally outlining the boundaries of the District is attached hereto as *Exhibit B* and incorporated herein by reference.

Section 2. Authorization of Project. The Project described in the Petition consists of the redevelopment of the El Dorado Shopping Plaza (the “Project”). The Project will include planning, design, construction, maintenance and procurement of certain improvements within the District, including but not limited to: all infrastructure related items, replacement of the façade, canopies, sidewalks, parking lot and drives, buildings, structures, facilities, sewers and utilities, mechanical systems, fire sprinkler systems, roof, parking lot lighting, property marquee signage, tenant signage, traffic signage, benches and seating, waste receptacles, water sprinkler services, painting, landscaping, marketing and advertisement, the costs of cleaning and maintenance, security, soft costs of the projects, and the costs of private financing of the Project and the City and the Petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act. The Governing Body hereby approves the Project.

Section 3. Estimated Cost. The estimated cost of the Project to be completed within the District is \$3,325,000.

Section 4. Method of Financing. The Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the District. There will be no special assessments levied pursuant to the CID Act and there will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of costs of the Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the District in an amount of 1.00% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the District. The City Clerk shall cause all notices required by the CID Act to be given following passage of this ordinance, specifically including the submittal by the City of a certified copy of this ordinance to the Kansas Department of Revenue ("KDOR") following publication hereof. Such CID Sales Tax shall commence on the first day of the calendar quarter next following the 90th day after receipt by the KDOR of the certified copy of this Ordinance sent by the City and remain in effect for 22 years, or such lesser period as may be required for payment from CID Sales Tax revenues of the costs approved for the Project in **Section 3**, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis and related expenses described in **Section 3**, above.

Section 8. Development Agreement. The Development Agreement and the City's Consent to the Collateral Assignment of the Development Agreement (collectively, the "Development Documents") are hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager. The Mayor of the City is hereby authorized and directed to execute the Development Documents and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such final form as are approved by the City Manager, or designate, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 10. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

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PASSED by the City Commission of the City of El Dorado, Kansas on August 7, 2023 and
SIGNED by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. G-1392 (the “Ordinance”) of the City of El Dorado, Kansas (the “City”); that said Ordinance was passed by the City Commission on August 7, 2023, that the Ordinance was published in the official newspaper of the City on August 12, 2023; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: August 12.

City Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

Lot 2 Block A of the El Dorado Plaza Addition to the City of El Dorado, Butler County Kansas.

EXHIBIT B

MAP OF DISTRICT



DEVELOPMENT AGREEMENT

between the

CITY OF EL DORADO, KANSAS,

and

EL DORADO PLAZA SHOPPING CENTER, LLC

Dated as of August 7, 2023

**Relating to the Redevelopment of the El Dorado Plaza Shopping Center
Community Improvement District**

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into effective as of August 7, 2023 (the “**Effective Date**”), by and among the **CITY OF EL DORADO, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and El Dorado Plaza Shopping Center LLC, a Missouri limited liability company (the “**Developer**”). The City and the Developer are collectively referred to as the “**Parties**” and each a “**Party**.”

RECITALS

- A. The Developer is a party to the Community Improvement District Petition attached hereto as **Exhibit A** (the “**CID Petition**”) requesting the formation of the El Dorado Plaza Shopping Center Community Improvement District (the “**District**”) for the purpose of financing the costs to redevelop and existing retail shopping center located on the 2300 - 2400 block of W. Central Avenue within the City (the “**Project**”) on the terms and conditions set forth therein, which are hereby incorporated by reference.
- B. Pursuant to Resolution No. 2958 adopted by the City Commission of the City (the “**Governing Body**”) on July 12, 2023 (the “**CID Resolution**”), a public hearing was held on August 7, 2023, concerning the creation of the District. The CID Resolution is attached hereto as **Exhibit B** and hereby incorporated by reference.
- C. On August 7, 2023, the City approved the creation of the District through the passage of Ordinance No. G-1392 (the “**CID Ordinance**”), which became effective upon publication on August 12, 2023, and is attached hereto as **Exhibit C** and hereby incorporated by reference.
- D. The Parties now desire to enter into this Agreement to formalize the financing of the Project.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS; TERM

Section 1.01. Definitions of Words and Terms. Capitalized words used but not defined in this Agreement have the meanings set forth in the CID Ordinance.

Section 1.02. Term. The Term of this Agreement will commence on the Effective Date and will continue until the earlier of (a) 22 years after the date of commencement of CID Sales Tax collection; or (b) when Project costs have been paid; or (c) the expiration or earlier termination of this Agreement.

ARTICLE II

COVENANTS

Section 2.01. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the

Project, nor will the Developer itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

The covenant established in this **Section 2.01** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this **Section 2.01** will remain for so long as this Agreement is in effect.

Section 2.02. Project Design. The Developer has designed the Project in accordance with all applicable City ordinances, building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

ARTICLE III

CID FINANCING

Section 3.01. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax will be used to reimburse the Developer for eligible costs of the Project under the CIDA Act, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer, except for payment of the amounts payable to the City pursuant to **Section 3.05** which will be deducted by the City in advance of distribution of the CID Sales Tax revenues to the Developer. So long as the total amount of Project costs requested for reimbursement through CID Sales Tax revenues does not exceed the actual amount expended for such use:

- (a) Developer may seek reimbursement of any particular line item designated as Project costs in the budget set forth on **Exhibit D** not exceeding 120% of the amount stated therein; and
- (b) Developer will be permitted to adjust the amounts estimated as Project costs within and between each line item with the written consent of the City Manager.

Section 3.02. Project Milestones. Subject to the terms and conditions of this Agreement, the Developer agrees to meet the project milestones not later than the times set forth in **Exhibit F** (the “Project Milestones”). Upon reasonable advance notice, the Developer will meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed in accordance with this Agreement.

Section 3.03. Certification of Expenditures. Developer will certify all costs and expenditures to be made in connection with the Project in accordance with the following:

- (a) Developer will submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Project improvements.
- (b) Each Certification of Expenditures will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Project costs.

Section 3.04. Reimbursement. The City will have thirty (30) calendar days (herein “Initial Response Period”) after receipt of any Certification of Expenditures to review and respond by written notice to Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures

shows payment of the Project costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Certification of Expenditures and promptly reimburse the Developer for the Project costs incurred pursuant to the terms of this Agreement if sufficient funds are available in the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund, and quarterly as funds become available in the event that funds in the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund are at that time insufficient. In the event the City does not respond within the Initial Response Period, the Certification of Expenditures will be deemed approved. If the City reasonably disapproves of the Certification of Expenditures, the City will notify the Developer in writing of the reason for such disapproval within the Initial Response Period and may request additional information from the Developer. In the event of a request for additional information, the Initial Response Period will be extended for an additional thirty (30) day period commencing upon receipt by the City of the additional information requested from the Developer. Said thirty (30) day period of extension will only apply to the first request for additional information made by the City with respect to each Certification of Expenditures. In the event the City disapproves any Certification of Expenditures, the Developer shall have the right to appeal such determination to the Governing Body.

Section 3.05. Payments to the City. The City will be paid as first priority payments from the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund: (a) an Administrative Service Fee in an amount equal to 5% of CID Sales Tax revenues; and (b) actual costs incurred by the City in creating the District and the preparation and negotiation of this Agreement; PROVIDED HOWEVER, the term “actual costs” shall not include any wages of City employees or fees of the City Attorney. The Administrative Service Fee is for the administration of the El Dorado Plaza CID District only and the Developer may incur additional administrative fees from the City regarding the Project that will be paid separately.

Section 3.06. Tenant Information. The Developer will provide the City Manager written notice of all current tenants located within the boundaries of the District prior to the opening or after the closing for business of any such tenant within the District (and shall use commercially reasonable efforts to do so within 30 days prior to such opening or after such closing), and at all other times upon the written request of the City Manager.

Section 3.07. Termination of the District; Change in Project Use.

(a) The City may not terminate the District prior to the expiration of the Term of this Agreement, except as provided by law, as requested by the Developer in writing, or as otherwise provided in this Agreement.

(b) If the Project opens but subsequently ceases to operate substantially as described in the CID Ordinance, then such cessation of operation shall be considered a failure of performance, to which Developer is entitled to a notice and opportunity to cure as set forth in **Article V** hereof and City may not terminate the District or this Agreement until City has complied with the terms of **Article V** and Developer has been given the opportunity to cure as set forth in said **Article V**.

Section 3.08. Modification of the District. From time to time during the Term of this Agreement, the Developer may request, and the City will reasonably consider, any modification to the District, in accordance with the CID Act.

Section 3.09. Public Disclosure. At the direction of the City Manager, the Developer will or will cause any tenant or subtenant of the Project to post “**Signage**” adjacent to the main entrance of the Project and the main entrances of every retail establishment within the District. If so directed, signage is to be posted and maintained throughout the Term of this Agreement. For purposes of this Agreement,

“Signage” means a sign at least 24 square inches in size containing the words: “THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING” using type face of at least 18 points in size, and direct individuals to the City website for further information using type face of at least 12 points in size.

Section 3.10. Certificate of Full Completion.

(a) Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer will submit a Certificate of Full Completion to the City.

(b) Full Completion means that the Developer or its permitted successor or assigns have been granted a Temporary Certificate of Occupancy by the City and has completed all work. The Certificate of Full Completion will be in substantially the form attached as ***Exhibit G***.

(c) The City will, within thirty (30) days following delivery of the Certificate of Full Completion for the Project, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The Certificate of Full Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City’s execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct the Project.

ARTICLE IV

INDEMNITY

Section 4.01. Indemnification of City. The Developer agrees to indemnify and hold the City and its employees, agents and independent contractors and consultants (the “**City Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys’ fees, resulting from, arising out of, or in any way connected with the Developer’s actions and undertaking in implementation of the Project or this Agreement, except to the extent caused by any grossly negligent or intentional act or omission of the City. It is understood that the duty of the Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Notwithstanding the foregoing, Developer’s liability shall be limited to the actual out-of-pocket costs and expenses incurred by City.

This **Section 4.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer’s own or have control of real property pursuant to any of the Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

Section 4.02. Survival. The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Defaults – General. Failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 5.02** below, constitutes an “**Event of Default**” under this Agreement. The party claiming default will give written notice of default to the defaulting Party, specifying the nature of the default. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer’s failure to meet the Project Milestones shall not constitute an Event of Default hereunder until the dates set forth on **Exhibit F** in the column labeled “Event of Default Date,” at which dates the remedies set forth in herein will be available to the City without notice and cure period requirements.

Section 5.02. Default Proceedings. The party claiming default will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within thirty (30) days from receipt of the written notice of default set forth in **Section 5.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within sixty (60) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such sixty (60) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 5.03. Remedies on Default.

(a) Whenever any Event of Default by the City occurs and is continuing, subject to applicable notice and cure periods, the Developer may: (1) pursue a remedy in equity to compel specific performance of this Agreement by the City; and/or (2) pursue any other remedy at law, provided that any monetary damages resulting from such action pursuant to this **Subsection 5.03(a)(2)** shall only be payable from the CID Sales Tax revenues and limited to such receipts actually received by the City.

(b) Whenever any Event of Default by the Developer occurs and is continuing, subject to applicable notice and cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and except for specific performance of this Agreement, and/or (2) retain CID Sales Tax to apply to monetary defaults, and/or (3) terminate the CID Sales Tax, and/or (4) terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 5.03(c)**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(d) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 5.04. Legal Actions.

(a) ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Butler County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law.*** The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

Section 5.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 5.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times, which may be approved and executed on behalf of the City by the City Manager, each amendment must be approved by resolution adopted by the Governing Body.

Section 6.02. No Assignment. The Developer may not assign its rights and responsibilities under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion.

Section 6.03. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

Section 6.04. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To Developer:

El Dorado Plaza Shopping Center, LLC
c/o Walpert Properties
12295 Olive Blvd.
St. Louis, Missouri 63141

City Hall
Attn: City Manager
220 East First
El Dorado, Kansas 67042
Email: ddillner@eldoks.com

Ashlyn B. Lindskog
[]
[]
El Dorado, Kansas 67901
Email: ashlyn@ablegalks.com

Section 6.05. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

Section 6.07. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the

Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 6.08. Tax Implications. The Developer acknowledges and represents that (1) neither the City, nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon their own tax advisors in this regard.

Section 6.09. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any member of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 6.09**.

Section 6.10. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.11. References. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. All references to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

Section 6.12. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

Section 6.13. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF EL DORADO, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

On this ____ day of _____, 2023, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the Mayor of the City of El Dorado, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he/she executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

**EL DORADO PLAZA
SHOPPING CENTER, LLC**

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of El Dorado Plaza Shopping Center, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

EXHIBIT A
CID PETITION

EXHIBIT B
CID RESOLUTION

EXHIBIT C
CID ORDINANCE

EXHIBIT D

PROJECT BUDGET

<i>Category</i>	<i>Estimated Cost</i>
Demolition	\$ 170,000
Construction/Engineering/Inspection	2,435,000
Site Improvements	140,000
Real Estate	<u>325,000</u>
Interest	70,000
Professional Fees	<u>\$110,000</u>
<i>Total</i>	<u>\$3,250,000</u>

EXHIBIT E

CERTIFICATION OF EXPENDITURES

Request No. _____

Date: _____

Pursuant to the Development Agreement (the “**Agreement**”) by and between the **CITY OF EL DORADO, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **EL DORADO PLAZA SHOPPING CENTER, LLC**, a Missouri limited liability company (the “**Developer**”), Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed from the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

**EL DORADO PLAZA
SHOPPING CENTER, LLC**

By: _____
Name: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF EL DORADO

By: _____
City Manager

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	Description of Expenditure
---	----------------------------	----------------------------

[supporting documents attached]

EXHIBIT F
PROJECT MILESTONES

<u>Date</u>	<u>Obligation</u>	<u>Event of Default Date</u>
Not later than 6 months after the Effective Date	Filing of Site Plans and Construction Plans with the City	N/A
Not later than 90 days after receipt of Building Permit	Developer has Commenced Construction of the Project	Not later than 180 days after receipt of Building Permit
Not later than 24 months after the Effective Date	Certificate of Full Completion filed	30 months after the Effective Date

EXHIBIT G

FORM OF CERTIFICATE OF FULL COMPLETION

The undersigned, **El Dorado Plaza Shopping Center, LLC**, a Missouri limited liability company (the “**Developer**”) pursuant to that certain Development Agreement dated as of August 7, 2023, between the **City of El Dorado, Kansas**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and the Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the construction, renovation, repairing, and equipping of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Project Construction Plans (as those terms are defined in the Agreement) and contains all components of the applicable portion of the Project required by or described in the Agreement.

3. [This Certificate of Full Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Project has been substantially completed in accordance with the Agreement.]

4. This Certificate of Full Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the applicable portion of the Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the acceptance of this Certificate by the City, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, ____.

**EL DORADO PLAZA
SHOPPING CENTER, LLC**

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF EL DORADO, KANSAS

By: _____

Name: _____

Title: _____

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (“*Assignment*”) is made effective as August __, 2023, **EL DORADO PLAZA SHOPPING CENTER, L.L.C.**, a Missouri limited liability company (“**Borrower**”), for the benefit of **MIDWEST REGIONAL BANK**, a Missouri state bank (“**Lender**”).

RECITALS

WHEREAS, pursuant to that certain Construction Loan Agreement dated as of the date hereof between Borrower and Lender (together with all amendments, modifications, restatements and renewals thereof, the “**Loan Agreement**”), Lender has agreed to make a loan to Borrower in the maximum principal amount of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) (the “**Loan 1**”), and a loan to Borrower in the maximum principal amount of Five Hundred Sixty-Seven Thousand and No/100 Dollars (\$567,000.00) (the “**Loan 2**” and, together with Loan 1, the “**Loans**”), on the terms and subject to the conditions therein stated (Capitalized terms used herein without definition have the meanings given such terms in the Loan Agreement).

WHEREAS, Loan 1 is evidenced by a Promissory Note of even date herewith from Borrower to Lender in the maximum principal amount of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) (as amended, modified, extended, renewed, restated or supplemented from time to time, “**Note 1**”), and Loan 2 is evidenced by a Promissory Note of even date herewith from Borrower to Lender in the maximum principal amount of Five Hundred Sixty-Seven Thousand and No/100 Dollars (\$567,000.00) (“**Note 2**” and, together with Note 1, the “**Notes**”).

WHEREAS, Borrower’s obligations under the Notes are secured in part by, among other things, a certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents from Borrower to Lender dated of even date herewith (as may be amended, restated, or otherwise modified from time to time, the “**Mortgage**”), covering certain real property located in the City of El Dorado, Kansas (the “**City**”) as more particularly described therein (the “**Property**”).

WHEREAS, the Borrower is a party to that certain Community Improvement District Petition (the “**CID Petition**”) requesting the formation of the El Dorado Plaza Shopping Center Community Improvement District (the “**District**”) for the purpose of financing the costs to redevelop and existing commercial retail shopping center located on the Property (the “**Project**”) on the terms and conditions set forth therein.

WHEREAS, pursuant to Resolution No. 2958 adopted by the City Commission of the City on July 12, 2023 (the “**CID Resolution**”), a public hearing was held on August 7, 2023, concerning the creation of the District.

WHEREAS, on August 7, 2023, the City approved the creation of the District through the passage of Ordinance No. ____ (the “**CID Ordinance**”), which became effective upon publication on August 12, 2023.

WHEREAS, the real property which is the subject of the Mortgage is located within the District.

WHEREAS, on August [7], 2023, the City and Borrower entered into that certain Development Agreement (the “**Development Agreement**”) with respect to the financing and construction of certain improvements and services benefitting the Property.

WHEREAS, as a condition to making the Loans and as additional security for the Notes, Lender has required a collateral assignment from Borrower of all of its rights and interest in, to and under the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Assignment. As additional collateral and to further secure any and all obligations and liabilities of Borrower to the Lender under the Notes, the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), including without limitation, the Obligations and all extensions, modifications, renewals and substitutions, thereof, Borrower hereby transfers, assigns and conveys all of its rights, powers, privileges and interests in, to and under the Development Agreement, or any similar agreement executed in the future with the City, including, but not limited to (a) the right to receive reimbursement payments as described in the Development Agreement, including, without limitation, the right to receive payments under any promissory notes, bonds or other obligations issued by the City (or District as the case may be) to facilitate such reimbursement payments, and (b) the right to enforce the provisions of the Development Agreement, to Lender, and its successors and assigns, fully intending that Lender, its successors and assigns, shall have the rights and powers and be entitled to the benefits thereunder to the same degree and extent as though the Development Agreement had been made between Lender and the City. At the request of Lender, Borrower will execute and deliver such further documents that Lender may determine are necessary or advisable to collaterally assign to Lender all such promissory notes, bonds or other obligations issued by the City (or the District as the case may be), and shall take all steps reasonably necessary to obtain the City's consent to such assignment.

2. Obligations under Development Agreement. Borrower represents, warrants and covenants to and for the benefit of Lender that: (a) the copies of the Development Agreement, CID Petition, CID Resolution and CID Ordinance (the "**CID Documents**") requested by and delivered to Lender are true, complete and correct and the same have not been amended or modified except as indicated in the copy or copies thereof attached hereto; (b) the CID Documents are in full force and effect; (c) neither Borrower nor City shall amend, restate, supplement, modify, assign or terminate the Development Agreement or any other CID Document without Lender's prior written consent during the term of the Loans, except as may be set for the in the Development Agreement; (d) neither Borrower nor the City is in default under the Development Agreement; (e) Borrower has received no notice of any repudiation of any of the CID Documents by City; (f) all necessary or appropriate consents to this assignment under the Development Agreement have been obtained; (g) all fees required for the issuance of any permits, licenses or other governmental approvals have been paid in full; (h) Borrower will promptly notify Lender in writing of any correspondence, including but not limited to consents, approvals, notice of non-compliance or notice of default, which it receives or is required to provide under the Development Agreement; (i) Borrower authorizes Lender to cure any event of non-compliance or default, to the same extent as Borrower may cure such event of non-compliance or default, specified in any notice of non-compliance or notice of default which Borrower may receive under the Development Agreement, and hereby grants to Lender the right of access to the Property for this purpose, if such action is necessary; (j) Borrower shall faithfully abide by, perform and discharge in a timely manner each and every obligation, covenant, condition and agreement under the Development Agreement to be performed by Borrower, and Borrower shall enforce performance by the City of each and every obligation, covenant, condition and agreement to be performed by the City. Any breach of any of the foregoing representations, warranties or covenants shall at Lender's option constitute an Event of Default under the Loan Agreement and the other Loan Documents.

3. Reimbursement. The City has been, and in any event is hereby, authorized and directed by Borrower (a) from and after the date hereof, to deposit all payments made by the City to Borrower pursuant to the Development Agreement into the CID Reimbursement Account held by Lender pursuant to the Loan Agreement, and (b) upon the presentation of a copy of this Assignment, to tender performance of any of its other obligations under the Development Agreement to Lender.

4. Estoppel. Borrower hereby certifies to Lender as of the date hereto as follows:

(a) The Development Agreement is currently in full force and effect without any amendment or supplement, an accurate and complete copy of the Development Agreement is attached as Exhibit A to this Assignment.

(b) Neither Borrower nor City has previously assigned any of its respective rights, title or interests under the Development Agreement.

(c) There are no uncured defaults or events of non-compliance (or uncured event which with the giving of notice or passage of time or both would constitute a default or non-compliance) under the Development Agreement and Borrower has not given or received any notice of non-compliance or notice of default under the Development Agreement.

5. Attorney-in-Fact. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact to exercise any or all of Borrower's rights in, to and under the Development Agreement and to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with the performance by any party under the Development Agreement and to do any or all other acts in Borrower's name or in Lender's own name that Borrower could do under the Development Agreement with the same force and effect as if this Assignment had not been made (including, without limitation, exercising any and all rights with respect to warranties under each and every Document), which rights may be exercised by Lender after the occurrence and during the continuance of an Event of Default. The City is hereby authorized and directed by Borrower to tender performance of its obligations under the Development Agreement to Lender upon the presentation of a copy of this Assignment. This power of attorney is coupled with an interest and cannot be revoked, modified or amended without the written consent of Lender. Notwithstanding the foregoing, Lender agrees that it shall not exercise its rights under this Section 5 unless or until an Event of Default has occurred and is continuing under the Loan Agreement or the other Loan Documents.

6. Limitation; Indemnification. This Assignment shall not cause Lender to be a mortgagee in possession or in any manner responsible for the performance of any acts or failure to act on the part of Borrower or its successors or assigns. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being hereby expressly waived and released by Borrower. Borrower hereby agrees to indemnify, defend, and hold Lender free and harmless from and against any and all liability, expense, cost, loss or damage which Lender may incur by reason of any act or omission of Borrower under the Development Agreement, or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement except to the extent caused by the negligence or willful misconduct of Lender. Should Lender incur any liability, expense, cost, loss or damage (a) under the Development Agreement for which it is to be indemnified by Borrower as aforesaid, or (b) by reason of the exercise of Lender's rights hereunder, then the amount thereof, including, but not limited to, all costs and expenses (including without limitation, all litigation costs and attorneys' fees and disbursements), damages, obligations and liabilities of any nature whatsoever, shall be added to the

indebtedness evidenced by the Notes and secured hereby and by the Mortgage (regardless of whether such indebtedness, when aggregated with other sums secured by the Mortgage, then increases the outstanding balance of the Note, to an amount in excess of the face amount thereof) and the other Loan Documents, and shall (i) at Lender's option, be due and payable immediately upon demand by Lender, and (ii) bear interest at the Default Rate.

7. Assignment by Lender. Subject to the provisions of the Development Agreement, Borrower acknowledges and agrees that this Assignment shall be assignable by Lender to any assignee of Lender and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and shall inure to the benefit of and Lender and its respective legal representatives, successors and assigns, and all holders, from time to time, of the Note.

8. Default. As between Borrower and Lender, this Assignment shall constitute one of the Loan Documents. Any event of default under the Notes, the Loan Agreement or any of the other Loan Documents shall constitute an event of default hereunder, and any event of default by Borrower hereunder shall constitute an event of default under the Loan Agreement and the Loan Documents.

9. Notices. All notices, demands, requests and other communications which are required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement.

10. Governing Law. This Assignment shall be governed by, enforced and construed under the internal substantive laws of the State of Missouri (without regard to its conflicts-of-interest principles) applicable to the contract made and performed in such state and any applicable laws of the United States of America. To the greatest extent permitted by law, Borrower hereby waives any and all rights to require marshaling of assets by Lender.

11. Captions. The captions of this Assignment are for purposes of convenience only and are not intended to be a part of this Assignment and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

12. No Third Party Rights. It is expressly intended, understood and agreed that this Assignment, and the other loan documents executed in connection with the Loans, are made and entered into for the sole protection and benefit of Borrower and Lender, and their respective successors and assigns; that no other person shall have any right at any time to action hereon or rights to the proceeds of the Loans, or any of them; and that no third party shall under any circumstances be entitled to any equitable lien on any undisbursed Loan proceeds at any time.

13. No Joint Venture. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein or in any of the loan documents executed in connection with Loans, or any of them, shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than Lender and Borrower.

14. Severability. Borrower and Lender intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Borrower and Lender that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of

this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and interests of Borrower and Lender under the remainder of this Assignment shall continue in full force and effect.

15. Further Documents and Further Assurances. Borrower will from time to time at the request of Lender, execute and deliver or endorse any and all instruments, documents, conveyances, assignments, security agreements and other agreements and writings that Lender may determine are necessary or advisable in order to secure, protect, perfect or enforce Borrower's rights provided under this Assignment.

16. No Oral Amendments. Neither this Assignment nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought (which shall, in the case of Lender, be an officer of Lender) and designated expressly as a change, waiver, discharge, termination or amendment of this Assignment.

17. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned individually as fully and completely as if all had signed but one instrument so that the joint and several liability of each of the undersigned hereunder shall be unaffected by the failure of any of the undersigned to execute any or all of the said counterparts.

[Remainder of Page Intentionally Left Blank; Signature Page(s) to Follow]

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has caused this Collateral Assignment of Development Agreement to be duly executed as of the date first above written.

BORROWER:

**EL DORADO PLAZA SHOPPING CENTER,
L.L.C.**, a Missouri limited liability company

By: _____
Name: _____
Title: _____

CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

Dated: August ___, 2023

The undersigned, **CITY OF EL DORADO, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“City”), acknowledges that the execution and delivery of this Consent to Collateral Assignment of Development Agreement (this “**Consent**”) is required by the Lender prior to making any disbursements of any of the Loans (as defined in the foregoing Collateral Assignment of Development Agreement (the “**Assignment**”); all terms defined in the Assignment are used with the same meaning herein), and, without execution and delivery of this Consent, the Lender will not make any advances of the Loans, or any of them. In consideration of the foregoing, City hereby agrees as follows:

1. A true, correct and complete copy of the Development Agreement is attached hereto as Exhibit A and the Development Agreement has not been amended or modified as of the date hereof.

2. Subject to the terms of the Development Agreement, City hereby consents to deposit all payments owed by the City to Borrower pursuant to the Development Agreement into the CID Reimbursement Account held by Lender pursuant to Section 3 of the Assignment. City agrees that, if Lender delivers written notice to City that Lender is exercising its rights under the Assignment to assume all obligations of Borrower under the Development Agreement: (i) City will continue at Lender’s direction to perform services for Lender pursuant to and in and in accordance with the terms of the Development Agreement provided that the Lender pay to City any fees due and performs the other obligations of Borrower in accordance with the Development Agreement from and after the date such notice is given, irrespective of any contrary instructions, direction or requests from Borrower; and (ii) City will perform its obligations under the Development Agreement for Lender notwithstanding any counterclaim, right of set-off, defense or like right of City against Borrower or Borrower’s default under or breach of the Development Agreement and Lender shall not be liable for any act or omission of Borrower; provided that City shall not be required to deposit any CID sales tax funds to the CID Reimbursement Account if an Event of Default under the Development Agreement has occurred and is continuing.

3. City covenants and agrees to make full and complete attornment (without the necessity of any other or further attornment or instrument) to, and to accept performance of the Borrower’s obligations under the Development Agreement, from (a) Lender (or an affiliate or designee of the Lender organized to hold title to the Property), its successors and assigns, (b) the purchaser or grantee of the Property at foreclosure or under sale under the Mortgage or by deed or assignment in lieu thereof, or (c) any receiver which Lender requests be appointed for the Property (each such party described in subparts (a) through (c) of this sentence being referred to herein as a “**Successor Owner**”). Such attornment shall be for the balance of the term of each of the CID Documents, including any extensions thereof, and shall be upon the same terms, covenants and conditions as provided in the CID Documents, so as to establish direct privity of estate and contract between the City and the Successor Owner, with the same force and effect as though the CID Documents were made directly between the City and the person to whom the City shall attorn as aforesaid, provided, however, that the City’s attornment shall not be deemed a waiver of any default by the Borrower (but shall be subject to Lender’s cure rights as provided herein). Without limiting the foregoing, it is hereby acknowledged and agreed that Lender shall have the right to sell, lease, assign, transfer, convey or otherwise dispose of the Property or any portion thereof, and the Borrower’s rights under the CID Documents to a third party, whether pursuant to judicial or non-judicial foreclosure, sale under the Mortgage or the Assignment, deed or assignment in lieu thereof or otherwise, without the City’s consent; provided, however, that Lender shall provide written notice to the City of any such transfer. If Lender conveys an interest in the Property and/or assigns the Borrower’s rights under the CID Documents as aforesaid, then Lender shall be discharged from all liability under the CID Documents

arising from any action or non-action after Lender assigns or otherwise transfers its interest in the CID Documents as part of any such sale of the Property.

4. The City agrees that, so long as the Loans, or any of them, shall remain outstanding and unpaid, the City shall not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned, or delayed, (a) amend or modify any of the CID Documents, (b) cancel or terminate any of the CID Documents in contravention of the terms thereof, or (c) assign its interest in any of the CID Documents, other than pursuant to the terms of the CID Documents.

5. If any breach or default on the part of the Borrower occurs under the CID Documents, then the City shall give Lender written notice thereof at the same time the City gives written notice thereof to the Borrower setting forth the nature of the default, the specific action or actions necessary to cure such default and the period during which the Borrower must cure the default pursuant to the applicable CID Documents. Lender shall have the right, but not the obligation, to cure or cause the cure of such Borrower Default prior to the exercise by the City of any rights or remedies available under any of the CID Documents or applicable law, on the following terms and subject to the following conditions:

(a) If the Borrower Default involves the failure to make any payment due by the Borrower under the CID Documents and the City has given Lender notice of such failure simultaneously with the City's notice thereof to Borrower, then, if Lender desires to exercise such cure right, Lender shall make such payment to the City within thirty (30) days after the expiration of the Borrower's cure or grace period applicable to such failure, subject to possible delays resulting from any injunction, or by reason of any applicable law, or by reason of any action by any court having jurisdiction over any bankruptcy, reorganization or insolvency proceeding involving the Borrower. If Lender fails to exercise such cure right as aforesaid, then Lender shall have no liability therefor and the City shall have the unrestricted right to exercise any rights or remedies available to the City under the CID Documents as a result of such Borrower Default.

(b) If the Borrower Default involves the failure to observe or perform a covenant or obligation under the CID Documents and the City has given Lender notice of such failure simultaneously with the City's notice thereof to Borrower, then, if Lender desires to exercise such cure right, Lender shall give the City written notice of Lender's intention to cure such Borrower Default within fifteen (15) days after the expiration of the Borrower's cure or grace period applicable to such failure, subject to possible delays resulting from any injunction, or by reason of any applicable law, or by reason of any action by any court having jurisdiction over any bankruptcy, reorganization or insolvency proceeding involving the Borrower. If Lender fails to exercise such cure right as aforesaid, then Lender shall have no liability therefor and the City shall have the unrestricted right to exercise any rights or remedies available to the City under the CID Documents as a result of such Borrower Default.

6. If Lender exercises its cure right as provided in Section 5(b) above, then Lender shall cause such Borrower Default to be cured within thirty (30) days after Lender gives written notice to the City of Lender's exercise of such cure right; provided, however, that if the Borrower Default is of such a nature that it is not reasonably capable of cure within said thirty (30) day period, then Lender shall have a reasonable time after the expiration of said thirty (30) day period within which to cure such default provided that Lender is proceeding with reasonable diligence to cause such default to be cured; and provided, further, that if it is reasonably necessary for Lender to obtain possession of the Property (either through receivership, foreclosure or deed in lieu thereof, all at the option of Lender) in order to cure such default, then the pursuit of such remedies by Lender with reasonable diligence shall be deemed to satisfy the foregoing requirement that Lender proceed with reasonable diligence with respect to the cure of such default.

7. If Lender (or its successors or affiliates) exercises Lender's rights under the Assignment or the other Loan Documents and assumes in writing Borrower's obligations under the CID Documents, then Lender (or its successors or affiliates) shall be liable for the obligations of the Borrower under the CID Documents only for the period of time that Lender (or its successors or affiliates) remains the holder of such rights. Lender (or its successors or affiliates) shall not be liable for any default or other action of the Borrower prior to the exercise of such rights by Lender (or its successors or affiliates), nor shall Lender (or its successors or affiliates) have any obligations under the CID Documents for any obligations which accrue or arise after its rights thereunder have been assigned or otherwise disposed of thereafter.

8. The City shall not agree to a voluntary termination or surrender of any CID Documents without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The City agrees that the obligations of the City herein are specifically enforceable.

9. The City represents, warrants and covenants to and for the benefit of Lender that, to the City's actual knowledge:

(a) True, correct and complete copies of the CID Documents have been delivered to Borrower, and have not been canceled, modified, assigned, extended or amended. There are no side letters or oral or other agreements which affect any terms of the CID Documents or the relationship between the City and the Borrower.

(b) As of the date of this Consent, the Borrower has not engaged in any conduct that would permit the City to terminate the CID Documents.

(c) The CID Documents are in full force and effect on the date hereof and represent the valid, binding and enforceable obligations of the City. The City is not in default under the CID Documents and has not breached any of the terms of the CID Documents. To the City's knowledge, the Borrower is not in default under the CID Documents and has complied in all material respects with the terms of the CID Documents. As of the date hereof, the City has not notified the Borrower of any breach, nor does it have any claims against the Borrower, nor any offsets or defenses against the performance of Borrower's obligations under the CID Documents. No termination of the Borrower's rights under the CID Documents shall be valid without prior written notice to Lender of such termination and an opportunity to cure in accordance with the provisions of the CID Documents.

(d) The City has not subordinated or caused to be subordinated its interest in the CID Documents to any mortgage or other lien. The City has not sold, transferred or assigned the CID Documents or otherwise incurred or granted a lien or encumbrance on its interest in the CID Documents.

(e) Subject to the expiration of the litigation period regarding the creation of the CID, to the knowledge of the City, there is no litigation or proceeding pending or threatened against or affecting the City which would materially adversely affect the CID Documents, the projects described therein, or the ability of the City to perform any of its obligations under the CID Documents.

(f) The City has received no notice of prior sale, transfer or assignment, hypothecation or pledge of the Borrower's interest in the CID Documents, except as otherwise set forth herein.

(g) None of the following events have occurred: (a) the filing of a petition in bankruptcy, insolvency or reorganization, or for the appointment of a receiver or trustee, affecting the City, or (b) the making of an assignment by the City for the benefit of its creditors.

10. The terms and provisions of this instrument shall run with the land and the Property. Lender, any Successor Borrowers and any and all future holders of any mortgage encumbering all or a portion of the Property shall have the right to rely upon and enforce the agreements of the City set forth herein. This instrument shall inure to the benefit of all such parties. Without limiting the foregoing, upon the written request of Lender or any other Successor Borrower, the City agrees to enter into an agreement on the same terms and conditions as this Consent with any other lender who will be granted a mortgage against the Property, if the same is reasonably required to facilitate a sale or refinancing of the Property to the extent permitted by the terms of the Lease.

11. This Consent shall terminate upon the earlier of (i) the mutual written consent of Lender, the Borrower, and the City; or (ii) written notice from Lender to the City of the payment in full, satisfaction, and discharge of all of the principal and accrued interest on the Loans, and all renewals, replacements, or substitutions thereof.

12. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provisions of this Consent. Any waiver by Lender must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default of Borrower.

13. Each notice, demand, election or request provided for or permitted to be given pursuant to this Consent must be in writing and shall be deemed to have been properly given or served by personal delivery or by sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, and addressed as follows:

If to Borrower: El Dorado Plaza Shopping Center, L.L.C.
c/o GSI, Inc.
408 Berkley Place Ct.
Olivette, MO 63132
Attention: Gary Sudin
Email: gary@gsinetworks.com

with a copy to: Bairie W. Nichols
Chief Financial Officer
Walpert Properties, Inc.
12295 Olive Blvd.
St. Louis, MO 63141
E-mail: bnichols@walpertproperties.com

If to Lender: Midwest Regional Bank
135 North Meramec Avenue
St. Louis, Missouri 63105
Attention: Sanford B. Scott
E-mail: sscott2@mwregionalbank.com

with a copy to: Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105

Attention: Gregory J. Murphy
E-mail: gjm@carmodymacdonald.com

If to the City: City Hall
220 East First
El Dorado, Kansas 67042
Attn: City Manager
Email: ddillner@eldoks.com

with a copy to: _____

Attention: _____
Email: _____

14. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent.

15. This Consent and the terms, provisions and conditions herewith shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri (without giving effect to the conflicts of law provisions thereof).

16. This Consent may not be modified or amended except by written agreement of each of the parties hereto. The headings contained herein have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. If any term, covenant or condition of this Consent, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Consent, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Consent shall be valid and enforceable to the fullest extent permitted by law. This Consent represents the entire agreement between the parties and all prior negotiations and communications between the parties concerning the subject loan are superseded hereby.

IN WITNESS WHEREOF, the City has duly executed this Consent pursuant to all requisite authorizations as of the date first above written.

CITY OF EL DORADO, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

On this ____ day of _____, 2023, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the Mayor of the City of El Dorado, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he/she executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

EXHIBIT A
DEVELOPMENT AGREEMENT

(Copy Attached)

TO: City Commission
FROM: Tabitha Sharp
SUBJ: Amendments to Taxable Industrial Revenue Bonds for Days Inn
DATE: August 7, 2023

Background:

The 2015 City Commission approved the issuance of taxable industrial revenue bonds (IRB) for the construction of the Days Inn. The hotel has been in operation since 2016 and remains in good standing with their IRB. The company that owns Days Inn, HSRP, LLC is experiencing a change in the partnership and would like to make an amendment to the current IRB agreement reflecting that change.

Attachments:

1. Resolution
2. Supplemental Bond Agreement No. 1
3. Termination and Release of Guaranty
4. AMENDED AND RESTATED GUARANTY

Policy Issue:

The City Commission must consider if the amendment is in the best interest of the City.

Fiscal Impact:

There is no fiscal impact to this amendment.

Trade-offs:

There are no trade offs for this amendment.

Staff Recommendation:

Approve the resolution.

Commission Action:

Commissioner _____ moved to approve a Resolution authorizing the City of El Dorado, Kansas to amend the supplement of its taxable Industrial Revenue Bonds, Series A, 2016 and Series B, 2016 (Days Inn Hotel and Suites) for the purpose of the acquisition, construction and equipping of a hotel facility; and authorizing certain other documents and actions in connection therewith.

Commissioner _____ seconded the motion.

RESOLUTION NO. ____

**OF THE
CITY OF EL DORADO, KANSAS**

**AUTHORIZING AMENDMENTS RELATED TO
\$3,320,284
Taxable Industrial Revenue Bonds
Series A, 2016 and Series B, 2016
(Days Inn Hotel and Suites)**

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF EL DORADO, KANSAS TO AMEND AND SUPPLEMENT ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES A, 2016 AND SERIES B, 2016 (DAYS INN HOTEL AND SUITES) ISSUED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A HOTEL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

A. The City of El Dorado, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities.

B. Pursuant to Ordinance No. G-1214 of the Issuer adopted on March 21, 2016 and a Bond Agreement dated as of April 1, 2016 (the "Original Bond Agreement") between the Issuer, HRSP, LLC, a Kansas limited liability company (the "Tenant"), and Community National Bank & Trust (the "Bank") the Issuer has previously issued (i) its Taxable Industrial Revenue Bonds, Series A, 2016 (Days Inn Hotel and Suites) dated April 1, 2016 (the "Series A, 2016 Bonds"), and (ii) its Taxable Industrial Revenue Bonds, Series B, 2016 (Days Inn Hotel and Suites) dated April 1, 2016 (the "Series B, 2016 Bonds"), for the acquisition, construction and equipping of a hotel facility (the "Project").

C. The Issuer leased the Project to the Tenant pursuant to the provisions of a Lease dated as of April 1, 2016 between the Issuer and the Tenant (the "Original Lease") for a term ending on April 15, 2031.

D. The Tenant, and the individual guarantors named therein executed a Guaranty Agreement dated as of April 1, 2016 (the "Guaranty Agreement") guaranteeing payments by the Tenant under the Original Lease and Original Bond Agreement.

E. Due to a change in ownership of the membership interests in the Tenant, the Bank and the Tenant have agreed to modifications to the Original Bond Agreement, the Series A, 2016 Bond and the Guaranty Agreement.

F. The Issuer's governing body has determined that it is desirable to approve the amendments to the Original Bond Agreement, the Series A, 2016 Bond and the Guaranty Agreement, as more fully described in the Supplemental Bond Agreement and the Amended and Restated Guaranty Agreement hereinafter authorized, and to authorize the execution and delivery of a Supplemental Bond Agreement No. 1 dated as of August 11, 2023 with the Tenant and the Bank (the "Supplemental Bond Agreement"), amending and supplementing the Original Bond Agreement (as supplemented and amended, the "Bond Agreement"), prescribing the terms and conditions of issuing and securing the Series A, 2016 and Series B, 2016 Bonds;

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Bond Agreement and the Original Lease referred to herein.

Section 2. **Authorization of Supplemental Bond Agreement.** The Issuer is hereby authorized to enter into the Supplemental Bond Agreement with the Bank and the Tenant in the form approved in this Resolution. The Issuer will continue to pledge the Trust Estate described in the Bond Agreement to the Bank for the benefit of the owners of the Series A, 2016 and Series B, 2016 Bonds on the terms and conditions in the Bond Agreement.

Section 3. **Amended and Restated Guaranty Agreement.** The form of the Amended and Restated Guaranty Agreement dated as of August 11, 2023 between the Tenant and the individual guarantors named therein and the Bank, for the benefit of the owners of the Series A, 2016 and Series B, 2016 Bonds is approved.

Section 4. **Execution of Bonds and Supplemental Bond Agreement.** The Mayor of the Issuer is authorized and directed to execute the Series A, 2016 and Series B, 2016 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Supplemental Bond Agreement on behalf of the Issuer in substantially the forms presented for review prior to passage of this Resolution, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Resolution and the Supplemental Bond Agreement. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series A, 2016 and Series B, 2016 Bonds, the Supplemental Bond Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution under the Issuer's corporate seal.

Section 5. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Resolution.

Section 6. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Resolution and to carry out and perform the duties of the Issuer with respect to the Series A, 2016 and Series B, 2016 Bonds and the Supplemental Bond Agreement.

Section 7. **Effective Date.** This Resolution shall take effect after its passage by the governing body of the Issuer and signature by the Mayor.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

ADOPTED by the governing body of the Issuer on Mayor and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Resolution No. ____ of the City of El Dorado, Kansas duly adopted by the governing body, signed by the Mayor, published in the official City newspaper, and that the signed original of such Resolution is on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON AUGUST __, 2023**

The governing body of the City of El Dorado, Kansas met in regular session at the usual meeting place in the City, at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE CITY OF EL DORADO, KANSAS TO AMEND AND SUPPLEMENT ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES A, 2016 AND SERIES B, 2016 (DAYS INN HOTEL AND SUITES) ISSUED FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A HOTEL FACILITY; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the passage of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

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

[SEAL]

City Clerk

CITY OF EL DORADO, KANSAS

AS ISSUER

AND

COMMUNITY NATIONAL BANK & TRUST

AS OWNER OF THE BONDS AND FISCAL AND PAYING AGENT

AND

HRSP, LLC

AS TENANT

SUPPLEMENTAL BOND AGREEMENT NO. 1

DATED AS OF AUGUST 11, 2023

\$3,320,284
Taxable Industrial Revenue Bonds
Series A, 2016 and Series B, 2016
(Days Inn Hotel and Suites)

SUPPLEMENTAL BOND AGREEMENT NO. 1

THIS SUPPLEMENTAL BOND AGREEMENT NO. 1 dated as of August 11, 2023 (the "Supplemental Bond Agreement"), between the City of El Dorado, Kansas, HRSP, LLC, a Kansas limited liability company (the "Tenant"), and Community National Bank & Trust, as the owner of the Bonds, Fiscal and Paying Agent (the "Bank"), which amends and supplements a Bond Agreement dated as of April 1, 2016, between the same parties (the "Original Bond Agreement"), incorporated herein by reference;

WITNESSETH:

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series A, 2016 in the original principal amount of \$2,410,583 (the "Series A, 2016 Bonds") and Taxable Industrial Revenue Bonds, Series B, 2016 (Days Inn Hotel and Suites) in the original principal amount of \$909,701 (the "Series B, 2016 Bonds") pursuant to the Original Bond Agreement; and

WHEREAS, the Issuer's governing body passed an Ordinance authorizing the Issuer to issue the Series A, 2016 Bonds and Series B, 2016 Bonds, for the purposes of paying the costs of acquiring, constructing, furnishing and equipping a hotel (the "Project") purchased with the proceeds of the Series A, 2016 Bonds and Series B, 2016 Bonds and authorizing the Issuer to lease the Project to the Tenant pursuant to a lease agreement from the Issuer to the Tenant (the "Lease"); and

WHEREAS, pursuant to *Section 8* of the Original Bond Agreement, the Bank and the Tenant have agreed to modify the Adjustable Rate as defined in the Series A, 2016 Bonds, and amortize the remaining principal balance of the Series A, 2016 Bonds over a period of time ending on April 15, 2031; and

WHEREAS, as of August 11, 2023, the outstanding principal amount of the Series A, 2016 Bonds is \$1,478,969.92; and

WHEREAS, as further collateral for the Series A, 2016 Bonds and the Series B, 2016 Bonds, the Tenant, and the owners of the membership interests in the Tenant, Harshad Bhakta, Parimala Bhakta and Rakesh Bhakta, entered into a Guaranty Agreement, dated as of April 1, 2016 (the "Guaranty Agreement"), in favor of the Bank; and

WHEREAS, Harshad Bhakta and Parimala Bhakta have agreed to sell their membership interests in the Tenant to Rakesh Bhakta, and the Bank has agreed to release (i) Harshad Bhakta and Parimala Bhakta from further obligations under the Guaranty Agreement and (ii) Harshad Bhakta's assignment of his ownership interest in HR, Inc. to the Bank pursuant to an Assignment of Investment Property/Securities by Third Party to Secure Tenant's Interest, dated as of April 1, 2016; and

WHEREAS, Rakesh Bhakta's wife, Sitalben Bhakta, has agreed to enter into the Guaranty Agreement pursuant to an Amended and Restated Guaranty Agreement, dated August 11, 2023; and

WHEREAS, pursuant to the Resolution, the Issuer is authorized to execute and deliver this Supplemental Bond Agreement for the purposes set forth herein as well as the replacement of the Series A, 2016 Bonds issued and secured under the Original Bond Agreement, as amended and supplemented (collectively the "Bond Agreement"); and

WHEREAS, all things necessary to replace the Series A, 2016 Bonds, when authenticated by the Bank and issued as provided in this Supplemental Bond Agreement and in the Original Bond Agreement, the valid and legally binding limited obligations of the Issuer, have been done and performed, and the

execution and delivery of this Supplemental Bond Agreement and the execution and issuance of the replacement Series A, 2016 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL BOND AGREEMENT WITNESSETH:

ARTICLE I

DEFINITIONS

Section 1. **Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in the Original Bond Agreement, the Lease and the Series A, 2016 Bond, the capitalized words and terms in this Supplemental Bond Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Bond Agreement" means the Bond Agreement dated as of April 1, 2016 between the Issuer and the Bank, as amended and supplemented by Supplemental Bond Agreement No. 1.

"Lease" means the Lease dated as of April 1, 2016 between the Issuer and the Tenant.

"Original Bond Agreement" means the Bond Agreement dated as of April 1, 2016 between the Issuer and the Bank.

"Original Proceeds" means with respect to the Series A, 2016 and Series B, 2016 Bonds, the proceeds of the sale of the Series A, 2016 and Series B, 2016 Bonds.

"Series A, 2016 Bonds" means the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series A, 2016 (Taxable Industrial Revenue Bonds) dated April 1, 2016, in the original aggregate amount of \$2,410,583, currently outstanding in the principal amount of \$1,478,969.92.

"Series B, 2016 Bonds" means the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series A, 2016 and Series B, 2016 (Taxable Industrial Revenue Bonds) dated April 1, 2016, in the original aggregate amount of \$909,701, currently outstanding in the principal amount of \$909,701.

"Supplemental Bond Agreement No. 1" means Supplemental Bond Agreement No. 1 dated as of August 11, 2023 between the Issuer, the Tenant and the Bank.

Section 2. **Amendment to Bond Agreement.** In accordance with *Section 8* of the Original Bond Agreement, the Original Bond Agreement is hereby amended to read as follows:

The Series A, 2016 Bonds shall be in substantially the form attached as *Appendix A*, including the following changes in definitions:

The "Adjustable Rate" shall mean a rate of interest per annum equal to the New York prime commercial lending rate as published in the *Wall Street Journal*, plus 1.00%; provided, however, that the Adjustable Rate shall not exceed 11.00% per annum or be less than 5.00% per annum, computed on the basis of 30 days per month for 360 days per year; and provided further, however, on each Adjustment Date the interest rate per annum shall not increase or decrease by more than 2.00%.

The "Adjustment Date" shall mean May 15, 2025, and each third anniversary thereafter until the entire principal balance is paid in full.

The "Amortization Amount" shall mean the monthly amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period of 93 months commencing on the Issue Date and ending on the Final Maturity Date, the entire unpaid balance of this Bond as of the Issue Date. A schedule of the required payments of principal and interest on this Bond is attached to this Bond as *Schedule A*. The Amortization Amount will be modified on each Adjustment Date and a new *Schedule A* will be prepared by the Bank and attached to this Bond.

The "First Payment Date" shall mean August 15, 2023.

The "Initial Rate" shall mean 7.60% per annum, computed on the basis of 360 days per year.

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

Section 3. **Changes in Guarantors.** All references in the Bond Agreement and the Bonds to guarantors under the Guaranty Agreement shall hereafter mean Rakesh Bhakta and Sitalben Bhakta, as joint and several guarantors.

Section 4. **Ratification and Confirmation of Original Bond Agreement.** Except as expressly modified in this Supplemental Bond Agreement, the Original Bond Agreement and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Supplemental Bond Agreement, and except as otherwise provided herein, shall apply to the Series A, 2016 and Series B, 2016 Bonds, the Original Proceeds thereof, and the Project Additions.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Issuer has caused this Supplemental Bond Agreement to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF EL DORADO, KANSAS

as Issuer

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF BUTLER)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Bill Young, as Mayor of the City of El Dorado, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

No. 2300000204 - 2

\$1,478,969.92

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF EL DORADO, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES A, 2016
(DAYS INN HOTEL AND SUITES)

The City of El Dorado, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, COMMUNITY NATIONAL BANK & TRUST, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

ONE MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND
NINE HUNDRED SIXTY-NINE DOLLARS AND 92 CENTS

until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. On and after the First Payment Date, the principal amount of this Bond, together with interest in arrears at the Initial Rate, shall be paid in monthly installments equal to the Amortization Amount (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the first Adjustment Date.
- b. On and after the first Adjustment Date, monthly installments of the Amortization Amount, including interest accrued thereon at the Adjustable Rate, being the rate of interest determined on the first Adjustment Date as adjusted from the Initial Rate on that date, and as subsequently adjusted on each succeeding Adjustment Date for the period of time between Adjustment Dates, commencing on the first Payment Date after the first Adjustment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- c. One final payment in the amount of the entire unpaid balance hereunder (including all accrued and unpaid interest) on the Final Maturity Date.

The "Adjustable Rate" shall mean a rate of interest per annum equal to the New York prime commercial lending rate as published in the *Wall Street Journal*, plus 1.00%; provided, however, that the Adjustable Rate shall not exceed 11.00% per annum or be less than 5.00% per annum, computed on the basis of 30 days per month for 360 days per year; and provided further, however, on each Adjustment Date the interest rate per annum shall not increase or decrease by more than 2.00%.

The "Adjustment Date" shall mean May 15, 2025, and each third anniversary thereafter until the entire principal balance is paid in full.

The "Amortization Amount" shall mean the monthly amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period

of 93 months commencing on the Issue Date and ending on the Final Maturity Date, the entire unpaid balance of this Bond as of the Issue Date. A schedule of the required payments of principal and interest on this Bond is attached to this Bond as *Schedule A*. The Amortization Amount will be modified on each Adjustment Date and a new *Schedule A* will be prepared by the Bank and attached to this Bond.

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

The "Final Maturity Date" shall be April 15, 2031.

The "First Payment Date" shall mean August 15, 2023.

The "Initial Rate" shall mean 7.60% per annum, computed on the basis of 360 days per year.

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

The "Payment Date" shall be the 15th day of each calendar month following the First Payment Date.

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

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, with a late fee of 5.00% of the unpaid portion of the payment if the payment is more than ten (10) days late, and such item or installment shall be payable upon demand with interest thereon. The maximum late fee shall be \$250.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of April 1, 2016 (the "Bond Agreement"), between the Issuer, the Bank, and HRSP, LLC (the "Tenant"), for the purpose of providing funds for the acquisition, construction and equipping of a hotel facility located in the City of El Dorado, Kansas (the "Project"), to be leased to the Tenant pursuant to a Lease, dated as of April 1, 2016 (the "Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond is payable on a priority of lien basis with the Issuer's Taxable Industrial Revenue Bonds, Series B, 2016 (Days Inn Hotel and Suites) issued concurrently with this Bond, and the lien of this Bond on the Project and the revenues derived by the Issuer from the Project and pursuant to the Lease is on a priority of lien basis with the Series B, 2016 Bonds. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt

limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of April 1, 2016, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of April 1, 2016 (the "Assignment"). In addition, the payment of the principal of and redemption premium, if any, and interest on this Bond has been unconditionally guaranteed by the Tenant, Rakesh Bahkta and Sitalben Bhakta pursuant to an Amended and Restated Guaranty Agreement, dated as August 11, 2023 (the "Guaranty Agreement"). Performance of the obligations of the Tenant as a guarantor under the Guaranty Agreement is secured by the Collateral Assignment and by a mortgage of the Project. Reference is hereby made to the Bond Agreement, the Lease, the Assignment, the Collateral Assignment and the Guaranty Agreement for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners of the Bonds, the security for this Bond and such obligations hereunder.

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

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

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium. Notwithstanding the foregoing, if this Bond is redeemed in whole or in part from a source of funds other than the cash flow of the Tenant from its operation of the Project, then the redemption price shall be equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the Redemption Date, plus a redemption premium of 2.00% of the principal amount being redeemed.

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

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

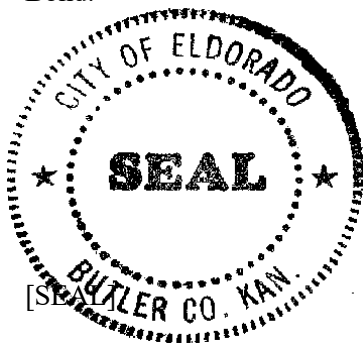
If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner of the Bonds shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce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

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in

the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantors may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

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

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



CITY OF EL DORADO, KANSAS

By: _____
Mayor

ATTEST:

By: *[Signature]*
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of El Dorado, Kansas Taxable Industrial Revenue Bonds, Series A, 2016 (Days Inn Hotel and Suites), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is _____, 2023.

**COMMUNITY NATIONAL BANK
& TRUST**
Augusta, Kansas,
as fiscal and paying agent

By: _____
Authorized Officer

ASSIGNMENT

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

Print or Type Name and Address of Transferee

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

Dated: _____

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

Signature Guaranteed By:

[Seal of Owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15).

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

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

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

Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>	Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>
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PARTIAL RELEASE OF GUARANTY AGREEMENT
AND
RELEASE OF ASSIGNMENT OF INVESTMENT PROPERTY/SECURITIES BY A THIRD PARTY
TO SECURE TENANT'S INTEREST

THIS PARTIAL RELEASE OF GUARANTY AGREEMENT AND RELEASE OF ASSIGNMENT OF INVESTMENT PROPERTY/SECURITIES BY A THIRD PARTY TO SECURE TENANT'S INTEREST (the "Release") dated as of the 11th day of August, 2023 (the "Effective Date"), by Community National Bank and Trust, a national banking corporation or association, with an office in Augusta, Kansas (the "Bank").

WITNESSETH:

WHEREAS, the City of El Dorado, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer") previously issued (i) its Taxable Industrial Revenue Bonds, Series A, 2016 (Days Inn Hotel and Suites) (the "Series A Bonds"), and (ii) its Taxable Industrial Revenue Bonds, Series B, 2016 (Days Inn Hotel and Suites) (the "Series B Bonds"); and

WHEREAS, the Bank has been designated as fiscal and paying agent pursuant to the terms of a Bond Agreement, dated as of April 1, 2016, as amended by Supplemental Bond Agreement No. 1 (collectively, the "Bond Agreement"), by and among HRSP, LLC, a Kansas limited liability company, as tenant (the "Tenant"), the Issuer and the Bank, and under the Bond Agreement, the Bank is authorized and empowered to perform the duties of the Issuer and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer in connection with the Bond Agreement and the Lease between the Issuer and the Tenant dated as of April 1, 2016 (the "Lease"); and

WHEREAS, in accordance with the Bond Agreement, all of the right, title and interest of the Issuer for the purpose of exercising the rights and performing and carrying out the duties and obligations of the Issuer under said Lease (to the extent that such rights and duties may be lawfully assigned by the Issuer and excepting the Issuer's right to indemnity, and such other rights and duties which, in the context in which they appear in said Lease, are capable of being exercised or performed only by the Issuer) have been assigned to the Bank to secure the payment of the Series A Bonds and Series B Bonds (collectively, the "Bonds"); and

WHEREAS, the Bonds are payable from the money and revenue received by the Issuer from Basic Rent and any Additional Rent paid pursuant to a Lease Agreement, dated as of April 1, 2016 (the "Lease"), between the Issuer and the Tenant, for the use of the Project described in the Lease; and

WHEREAS, payment of the principal of and interest on the Bonds is unconditionally guaranteed by Harshad Bhakta, Parimala Bhakta, Rakesh Bhakta and the Tenant pursuant to the terms of a Guaranty Agreement, dated as of April 1, 2016 (the "Guaranty Agreement"); and

WHEREAS, the Bank owns all of the outstanding Series A, 2016 Bonds and HRSP, LLC owns all of the outstanding Series B, 2016 Bonds; and

WHEREAS, Rakesh Bhakta has or will purchase all of the ownership interests in HRSP, LLC from Harshad Bhakta and Parimala Bhakta; and

WHEREAS, the Bank and Tenant, as owners of all of the outstanding Bonds, agree to release Harshad Bhakta and Parimala Bhakta as guarantors, and they shall each be discharged of their obligations under the Guaranty Agreement; and

WHEREAS, this partial release of the Guaranty Agreement does not release or discharge Rakesh Bhakta and HRSP, LLC and will not affect their obligations under the Amended and Restated Guaranty Agreement date as of August 11, 2023, and Sitalben Bhakta, wife of Rakesh Bhakta, will agree to serve jointly and severally as a guarantor; and

WHEREAS, in connection with the issuance of the Bonds and the execution and delivery of the Guaranty Agreement, Harshad Bhakta entered into an Assignment of Investment Property/Securities by a Third Party to Secure Tenant's Interest, dated as of April 1, 2016 (the "Assignment"), pledging Harshad Bhakta's 50% membership interest in HR, Inc. as further collateral in favor of the Bank as the secured party; and

WHEREAS, in connection with the sale and transfer of Harshad Bhakta's membership interest to Rakesh Bhakta, the Bank agrees to release Harshad Bhakta from the terms of the Assignment and will deliver any membership certificates currently in the possession of the Bank to Harshad Bhakta; and

WHEREAS, in connection therewith, it is necessary to provide for the releases described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Bank and the Tenant hereto agree that (i) Harshad Bhakta and Parimala Bhakta are released and discharged of their obligations under the Guaranty Agreement, and (ii) Harshad Bhakta is released and discharged from all obligations under the Assignment.

[Remainder of Page Intentionally Left Blank]

ACKNOWLEDGMENT AND ACCEPTANCE OF BANK

The undersigned, Eric T. Grooms, the President of Community National Bank and Trust, Augusta, Kansas, does hereby acknowledge, accept and agree to the above and foregoing Release of Guaranty Agreement and Release of Assignment of Investment Property/Securities by a Third Party to Secure Tenant's Interest.

COMMUNITY NATIONAL BANK AND TRUST,
AUGUSTA, KANSAS

By _____
Eric T. Grooms
President

“BANK”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, a notary public in and for said city and state, came Eric T. Grooms, the President of Community National Bank and Trust, Augusta, Kansas, a national banking corporation or association (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGMENT AND ACCEPTANCE OF TENANT

The undersigned, _____, a member of HRSP, LLC, does hereby acknowledge, accept and agree to the above and foregoing Release of Guaranty Agreement and Release of Assignment of Investment Property/Securities by a Third Party to Secure Tenant's Interest.

HRSP, LLC

By _____
Name:
Title:

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of ____, 2023, before me, a notary public in and for said city and state, came _____, a member of HRSP, LLC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

**AMENDED AND RESTATED
GUARANTY AGREEMENT**

BETWEEN

**HRSP, LLC
A KANSAS LIMITED LIABILITY COMPANY**

AND

**RAKESH BHAKTA
SITALBEN BHAKTA**

AS GUARANTORS

AND

**COMMUNITY NATIONAL BANK & TRUST
AUGUSTA, KANSAS
AS FISCAL AND PAYING AGENT**

DATED AS OF AUGUST 11, 2023

GUARANTY AGREEMENT

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AMENDED AND RESTATED GUARANTY AGREEMENT

THIS AMENDED AND RESTATED GUARANTY AGREEMENT made and entered into as of August 11, 2023 (the "Guaranty"), between HRSP, LLC, a Kansas limited liability company (the "Tenant"), as guarantor, and Rakesh Bhakta and Sitalben Bhakta, as individual guarantors (hereinafter collectively referred to as the "Guarantors" and individually as a "Guarantor"), and Community National Bank & Trust, Augusta, Kansas, acting as fiscal and paying agent (the "Bank") under a Bond Agreement dated as of April 1, 2016, as amended by Supplemental Bond Agreement No. 1 dated as of August 11, 2023 (collectively, the "Bond Agreement") between the City of El Dorado, Kansas, as Issuer (the "Issuer"), the Bank and the Tenant, as authorized by ordinance of the Issuer (the "Ordinance")

WITNESSETH:

WHEREAS, the Issuer, a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas (the "State"), intends to issue its Taxable Industrial Revenue Bonds, Series A, 2016 and Series B, 2016 (Days Inn Hotel and Suites), in the original aggregate principal amount of \$3,320,284 (the "Bonds"); and

WHEREAS, the Bonds were issued under and pursuant to the Ordinance and the Bond Agreement; and

WHEREAS, the proceeds derived from the issuance of the Bonds are to be applied to the costs of the acquisition, construction and equipping of a hotel facility (the "Project") to be leased by Issuer to the Tenant, pursuant to a Lease dated as of April 1, 2016 (the "Lease"); and

WHEREAS, the Guarantors (i) desire that Issuer issue the Bonds and apply the proceeds for the purposes described above and (ii) as an inducement to the purchase of the Bonds by all who shall at any time become owners of the Bonds are willing to enter into this Guaranty in order to enhance the marketability of the Bonds and thereby achieve interest cost savings to the Tenant;

NOW, THEREFORE, in consideration of the foregoing, the Guarantors do hereby covenant and agree with the Bank as follows:

ARTICLE I

REPRESENTATIONS OF GUARANTORS

Section 1.01. Representations and Warranties. Each Guarantor does hereby represent that:

(a) HRSP, LLC is a Kansas limited liability company duly organized and existing under the laws of said State, and is qualified to do business and in good standing under the laws of the State, is not in material violation of any provision of its Articles of Organization or its Operating Agreement, has not received notice and has no reasonable grounds to believe that it is in material violation of any of the laws of the State, has power to enter into this Guaranty, has duly authorized the execution and delivery of this Guaranty by proper corporate action, and neither this Guaranty nor the agreements herein contained

contravene or constitute a material default under any agreement, instrument or indenture by which it is bound or any provision of its Articles of Organization; and

(b) The assumption by each Guarantor of its obligations hereunder will result in direct financial benefits to it.

ARTICLE II

THE GUARANTY

Section 2.01. Undertaking by Guarantors. The Guarantors, jointly and severally, and each as principal, hereby unconditionally guarantee to the Bank for the benefit of the owners from time to time of the Bonds:

(a) The full and prompt payment of the principal of and premium, if any, on each of the Bonds when and as the same shall become due in accordance with the terms and provisions of each such Bond and the Bond Agreement, whether at the stated maturity of any Bond, by acceleration, call for redemption or otherwise; and

(b) The full and prompt payment of the interest on each of the Bonds when and as the same shall become due in accordance with the terms and provisions of each such Bond and the Bond Agreement; and

(c) The full and prompt payment of all sums to be paid by Tenant under the Lease; and

(d) The performance of all other obligations of Tenant under the Lease.

All payments by the Guarantors shall be paid in lawful money of the United States of America. Each and every default in the payment of the principal of, premium, if any, or interest on any Bond, and each and every other default hereunder, shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 2.02. Guarantors' Obligations Absolute. The joint and several obligations of the Guarantors under this Guaranty shall be absolute and unconditional and shall remain in full force and effect until released and discharged as herein provided, and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantors:

(a) The compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of Issuer under the Bond Agreement or Tenant under the Lease;

(b) The failure to give notice to any one or more of the Guarantors of the occurrence of an event of default under the terms and provisions of this Guaranty, the Bond Agreement or the Lease;

(c) The assignment or mortgaging or the purported assignment or mortgaging of all or any part of the interest of Issuer or Tenant in the Project or any failure of title with respect to Issuer's or Tenant's interests in the Project;

(d) Except as provided in *Section 4.04* hereof, the waiver of the payment, performance or observance by Issuer, Tenant or any one or more of the Guarantors of any of the obligations, covenants or agreements of any of them contained in the Bond Agreement, the Lease or this Guaranty;

(e) The extension of the time for payment of any principal of, premium, if any, or interest on any Bond or under this Guaranty or of the time for performance of any other obligations, covenants or agreements under or arising out of the Bond Agreement, the Lease or this Guaranty or the extension or the renewal thereof;

(f) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Bond Agreement or the Lease, provided that the obligations of the Guarantors are not thereby increased or expanded without the prior written consent of the Guarantors;

(g) The taking or the omission of any of the actions referred to in the Bond Agreement, the Lease or any actions under this Guaranty;

(h) Any failure, omission, delay or lack on the part of Issuer or the Bank to enforce, assert or exercise any right, power or remedy conferred on the Issuer or the Bank in this Guaranty, the Lease or the Bond Agreement, or any other act or acts on the part of the Issuer, the Bank or any of the owners from time to time of the Bonds;

(i) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting Issuer, Tenant or any one or more of the Guarantors or any of the assets of any of them, or any contest of the validity of the Bond Agreement, the Lease or this Guaranty or the interest of the Bank in the rentals under the Lease in any such proceeding;

(j) To the extent permitted by law, the release or discharge of any one or more of the Guarantors from the performance or observance of any obligation, covenant or agreement contained in this Guaranty by operation of law;

(k) The default or failure of Issuer, Tenant or any one or more of the Guarantors to perform fully any of their respective obligations set forth in the Bond Agreement, the Lease or this Guaranty;

(l) Any invalidity or irregularity in any statutory or other proceedings relating to the performance or existence of Issuer, to the issuance of the Bonds or the execution or delivery of the Bond Agreement or the Lease;

(m) Any impossibility or illegality of performance on the part of Issuer or Tenant of any of their respective obligations under or in connection with the Bonds, the Bond Agreement or the Lease; or

(n) Any other circumstances, occurrence or condition, whether similar or dissimilar to any of the foregoing, that might be raised in avoidance of or in defense against any action to enforce the obligations of the Guarantors under the provisions hereof.

Section 2.03. Waiver of Defenses. The Guarantors waive (1) all defenses based on suretyship or impairment of collateral and (2) any defenses that Tenant may assert on the underlying debt.

Section 2.04. Enforcement of Guaranty; Counterclaims. The rights of the Bank to enforce the obligations of the Guarantors under this Guaranty by any proceedings, whether by action at law,

suit in equity or otherwise, shall not be impaired by any right, counterclaim or defense of any character whatsoever. This Guaranty and the joint and several obligations of the Guarantors hereunder are separate and independent of Tenant's obligations under the Lease and the Bond Agreement, and it is specifically understood and agreed by the Guarantors that any payment now or hereafter made by or on behalf of Tenant under or pursuant to the Lease or the Bond Agreement shall not, except to the extent paid to the owners of the Bonds directly by Issuer or Tenant, or by the Bank as paying agent, affect, impair or diminish, in any manner whatsoever, the joint and several obligations of the Guarantors hereunder. Further, the Guarantors specifically understand and agree that payment by Tenant under the Lease or the Bond Agreement (whether voluntary or involuntary, or pursuant to court order or otherwise) shall not, except to the extent received by the owners of the Bonds directly, or by the Issuer, or by the Bank, under any circumstances or in any manner, constitute a defense against the Guarantors' joint and several obligations hereunder. Nothing contained herein shall prohibit the Guarantors from asserting any separate or related claim against either Issuer or the Bank in a separate proceeding, which proceeding shall in no way delay the prompt performance by the Guarantors of their obligations hereunder. Nothing contained herein shall prohibit Guarantors from asserting any claim against the Bank related to the Bonds provided that:

- (a) such claim is based on the negligence or willful misconduct of the Bank; and
- (b) such claim is brought before the earlier of (1) payment being made by Guarantors under this Guaranty or (2) final judgment being rendered against Guarantors in the legal proceeding in which the Bank seeks to enforce this Guaranty against Guarantors, it being agreed by Guarantors that any such claim against the Bank can be raised only in such legal proceeding.

In the event that Tenant or any successor tenant or assignee under the Lease should fail to perform any such agreement on its part, Guarantors may institute such action as it deems necessary to compel performance so long as such action does not abrogate the Guarantors' obligations herein.

ARTICLE III

REMEDIES ON DEFAULT

Section 3.01. Payment Default; Exercise of Remedies. In the event of a default in the payment of principal of or premium, if any, on any Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Bond when and as the same shall become due, the Bank may, and if requested so to do by the owners of at least 25% in aggregate principal amount of the Bonds then outstanding and upon provision being made for its fees and expenses and indemnification as hereinafter provided, shall be obligated to proceed hereunder, and the Bank, in its sole discretion, shall have the right to proceed first and directly against any one or more of the Guarantors under this Guaranty to the extent of their respective obligations hereunder without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by Issuer or the Bank. Before taking any action hereunder, the Bank may require that indemnity satisfactory to it be furnished for the reimbursement of all expenses it may incur and to protect it against all liability which is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

Section 3.02. Waiver of Condition of Exercise of Remedies; Attorneys' Fees. Each Guarantor hereby expressly waives notice from the Bank or the owners from time to time of any of the Bonds of their acceptance and reliance on this Guaranty. The Guarantors agree to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees, to the extent permitted by law, which may be incurred by the Bank in enforcing or attempting to enforce this Guaranty following any default hereunder, whether the same be enforced by suit or otherwise.

Section 3.03. Remedies Cumulative; Delay; Waiver of Breach. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Guaranty, it shall not be necessary to give any notice, other than such notice as may expressly be required herein or in the Lease or Bond Agreement. In the event any provision contained in this Guaranty should be breached by a Guarantor and thereafter duly waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Bank.

ARTICLE IV

GENERAL COVENANTS AND AGREEMENTS

Section 4.01. Agreement to Benefit Bank and Bondowners. This Guaranty is entered into by the Guarantors for the benefit of the Bank and the owner(s) from time to time of the Bonds, and any owner of Bonds and any successor shall be entitled to enforce performance and observance of this Guaranty to the same extent as if it was a signatory hereto.

Section 4.02. Discharge of Guarantors' Obligations. Guarantors shall be discharged of their obligations hereunder upon (1) the payment of the principal of, premium, if any, and interest on the Bonds to the Bank, or (2) upon satisfaction of all obligations of Tenant under the Lease, or (3) the Tenant shall have been released pursuant to the provisions of *Sections 9.3 or 9.4* of the Lease (relating to assignment of its interest in the Project or merger with another entity). Notwithstanding the foregoing, any payment which is required under bankruptcy or similar law to be repaid by the Bank or owners of the Bonds as a preference or similar item shall automatically become an undischarged obligation of the Guarantors under this Guaranty.

Section 4.03. Guarantors' Obligations Upon Delivery of Bonds. The joint and several obligations of the Guarantors hereunder shall arise absolutely and unconditionally when the Bonds shall have been issued, sold and delivered by Issuer and the proceeds thereof paid to the Bank.

Section 4.04. Maintenance of Corporate Existence; Merger. The Tenant will maintain its legal existence, will continue to be a limited liability company in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it, provided, that the Tenant may, without violating the agreement contained in

this subsection, consolidate with or merge into another domestic corporation or limited liability company (that is, a corporation or limited liability company organized and existing under the laws of one of the states of the United States of America), or permit one or more corporations or limited liability companies to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, provided that the surviving, resulting or transferee entity, as the case may be, (i) shall be a corporation, limited liability company or partnership organized and existing under the laws of one of the states of the United States of America, as aforesaid, (ii) shall be qualified to do business in the State, if applicable (iii) shall assume in writing all of its obligations under this Guaranty and (iv) shall have a net worth as of the consummation of the consolidation, merger, sale or transfer, at least equal to that of the Tenant immediately prior to such consolidation, merger, sale or transfer, determined in accordance with generally accepted accounting principles consistently applied.

Section 4.05. Collateral for Guarantors' Obligations. The obligations of the Tenant under this Guaranty are secured by (i) a mortgage dated March 12, 2015, from the Tenant, as mortgagor, to Community National Bank & Trust, as mortgagee, which mortgage is recorded in Book 2015 at page 1869 in the office of the Butler County Register of Deeds and (ii) a mortgage dated January 27, 2016, from the Tenant, as mortgagor, to Community National Bank & Trust, as mortgagee, which mortgage is recorded in Book 2016 at page 759 in the office of the Butler County Register of Deeds (. The Tenant's obligations under the Guaranty shall hereafter be deemed "Secured Debt" as defined in such mortgages. Any defaults in payment of principal, redemption price or interest on the Bonds shall be deemed a default in payment of Secured Debt secured by such mortgages, entitling the mortgagee to exercise the post-default remedies reserved to it as mortgagee in such mortgages, in addition to any remedies it may have under this Guaranty or the Lease.

The obligations of the Tenant under this Guaranty are further secured by a Security Agreement dated as of April 1, 2016 from the Tenant to the Bank, wherein the Tenant pledges its interest in certain financial incentives relating to the Project, including proceeds of a 2% community improvement district sales tax.

The Tenant covenants that it will make no cash distributions to or for the benefit of its members, except reasonable compensation for personal services rendered in the normal course of business, other than what is required to enable the members to make their quarterly income tax payments, unless the Tenant's Debt Service Coverage Ratio as of the last day of the most recent fiscal quarter was at least 1.15 to 1.00. For purposes of this covenant, Debt Service Coverage Ratio shall mean the ratio of (a) funds available during the fiscal quarter from net revenues before interest, income taxes, depreciation and amortization to (b) the aggregate amount of funds required during the same period to make all required Basic Rent payments under the Lease.

Section 4.06. Restriction on Gifts. Each individual Guarantor hereby covenants with the owners from time to time of the Bonds that he or she will not transfer any of his or her assets in excess of the annual federal gift tax exclusion amount per donee to anyone (including spouse or children) without fair and adequate financial consideration for the transfer unless such transfer is expressly or by operation of law subject to the rights of the owners of the Bonds under this Guaranty, and that he or she will not title his or her assets so as to place them beyond the reach of creditors (except as may be provided by homestead or other statutory exemptions from sale of property to satisfy judgments). These covenants shall continue until all of the joint and several obligations of each individual Guarantor under this Guaranty shall have been fully satisfied. If any individual Guarantor wishes to make an effective gratuitous transfer of property in excess of the annual federal gift tax exclusion amount per donee subject to the rights of the owners of the Bonds under this Guaranty, the instrument of transfer must specifically recite that the transfer is subject to

the obligations of the transferor under this Guaranty, or that it is subject to the rights of creditors generally.

Section 4.07. Death of Individual Guarantor. If any individual Guarantor dies before the Bonds and interest are paid in full, the Bank will not seek immediate payment under this Guaranty from the estate or trust of the deceased Guarantor as long as all payments of principal and interest on the Bonds are current. The Bank may make contingent demand against the estate or trust of the deceased Guarantor for the purpose of assuring that its collateral position is not diminished by that Guarantor's death.

Section 4.08. Right of Contribution. The individual Guarantors hereby agree that as between themselves, as members of Tenant, that no individual is responsible for more than his or her proportionate share of the obligations hereby guaranteed, as reflected by their respective ownership interests in Tenant. This agreement does not in any way limit the liability of the individual Guarantors to the owners of the Bonds; however, if any one individual Guarantor is required to pay more than his or her proportionate share to satisfy the obligations guaranteed, then such individual Guarantor will have the right of contribution from the other Guarantors to effect this agreement.

ARTICLE V

FINANCIAL AND BUSINESS INFORMATION

Section 5.01. Financial Statements. The Tenant shall deliver to the Bank:

(a) *Annual Financial Statements* -- as soon as practicable after the end of each fiscal year and in any event within 120 days thereafter, duplicate copies of the financial statements of the Guarantor certified to by independent certified public accountants of recognized standing selected by Guarantor. Such financial statements shall set forth in comparative form the figures for the previous fiscal year, to the extent possible, and shall be prepared in accordance with generally accepted accounting principles consistently applied (except for any change in accounting principles with which such certified public accountants concur). The examination of such accountants in connection with such financial statements shall be made in accordance with generally accepted auditing standards, and accordingly shall include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

(b) *Annual Business Tax Returns*-- as soon as practicable after filing and in any event within 120 days thereafter, duplicate copies of the Tenant's annual state and federal business tax returns.

(c) *Notice of Default or Event of Default* -- promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default under the Bond Agreement, the Lease or this Guaranty that has not been cured, a written notice specifying the nature and period of existence thereof and what action the Guarantors are taking and propose to take with respect thereto.

(d) *Notice of Claimed Default* -- promptly upon becoming aware that the owner of any Bond or of any evidence of indebtedness or other security of any Guarantor has given notice or taken any other action with respect to a claimed default or event of default, a written notice specifying the notice given or action taken by such owner and the nature of the claimed default or event of default and what action such Guarantor is taking or proposes to take with respect thereto.

(e) *Requested Information* -- with reasonable promptness, such other financial and business information as from time to time may be reasonably requested.

Section 5.02. Financial Statements of Individual Guarantors. The individual Guarantors shall deliver to the Bank their current personal financial statements as soon as practicable after the end of each fiscal year of the Tenant and in any event within 120 days thereafter. In addition, the individual Guarantors shall deliver to the Bank duplicate copies of their annual state and federal personal tax returns as soon as practicable after filing, and in any event within 120 days thereafter.

Section 5.03. Annual Financial Statements of Related Entities. As soon as practicable after the end of each fiscal year and in any event within 120 days thereafter, the annual state and federal business tax returns, including showing execution by the taxpayer, of all business entities owned by any of the individual Guarantors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Binding Effect. The agreements contained herein on the part of the Guarantors shall inure to and be binding upon their respective heirs, successors, assigns and legal representatives including without limitation any successor or assign in any transaction expressly permitted by this Guaranty.

Section 6.02. Integration. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Guarantors and the Bank with respect to the subject matter hereof (other than the Bond Agreement and the Lease) and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 6.03. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty shall not affect the validity or enforceability of the remaining portions of this Guaranty, or any part thereof.

Section 6.04. Governing Law. This Guaranty shall be governed by and construed and interpreted in accordance with the laws of the State.

Section 6.05. Execution of Counterparts; Electronic Transactions. This Guaranty may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Tenant has caused this Guaranty Agreement to be signed by an authorized officer, and each individual Guarantor has signed this Guaranty Agreement as of the date first above written.

HRSP, LLC

By: _____
Title: Rakesh Bhakta

Rakesh Bhakta

Sitalben Bhakta

"GUARANTORS"

ACCEPTANCE OF BANK

This Guaranty Agreement and the obligations undertaken in it by the Guarantor are hereby accepted by the Bank as of the date first above written.

IN WITNESS WHEREOF, the Bank has caused this Guaranty Agreement to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

**COMMUNITY NATIONAL BANK
& TRUST**

Augusta, Kansas
as fiscal and paying agent

By: _____
Name: Eric Grooms
Title: President