

EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
May 20th, 2019 – 6:30 PM

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

Proclamations and Recognition

- 5. None**

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

- 6. None**

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

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.*)

- 8. Approval of City Commission Minutes from May 6th, 2019 and Special City Commission Minutes from May 1st, 2019.**

Old Business

- 9. None**

New Business

- 10. Main Street Annual Report**
- 11. SUP 620 N. Industrial Road**
- 12. 2020 Pay Plan**
- 13. Turbine Demolition/ Salvage**
- 14. Activity Center Roof Bid Approval**
- 15. GreatLife Lease Extension**

Reports

- 16. City Commission and Advisory Board Updates**
- 17. City Manager**

Executive Session

- 18. None**

Adjournment

19. Consideration of a motion to adjourn the May 20th, 2019 regular meeting

PUBLIC COMMENT POLICY:

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

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

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

EL DORADO CITY COMMISSION MEETING

May 6, 2019

The El Dorado City Commission met in a regular session on May 6, 2019 at 6:30 p.m. in the Commission Room with the following present: Mayor Vince Haines, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Deanna Bonn	Everyday El Dorado	El Dorado, KS
Carole Smith	American Legion Auxiliary	El Dorado, KS
Barbara Trent	American Legion Auxiliary	El Dorado, KS
Lois Cool	American Legion Auxiliary	El Dorado, KS
Cindy VanPay	American Legion Auxiliary	El Dorado, KS
Linda Jolly	El Dorado Inc.	El Dorado, KS
Nick Staib	PEC	Wichita, KS
Barbara Templin	El Dorado Municipal Band	El Dorado, KS
Keith West	El Dorado Municipal Band	El Dorado, KS
Anita Seivley	El Dorado Municipal Band	El Dorado, KS
Marlene Avery	El Dorado Municipal Band	El Dorado, KS
Kevin Wishart	220 E 1 st	El Dorado, KS
Curt Zieman	128 N Vine	El Dorado, KS
John Thompson	128 N Vine	El Dorado, KS
Shawn Steward	AAA Kansas	
Troy Wells	KDOT	

CALL TO ORDER

Mayor Vince Haines called the May 6, 2019 meeting to order.

INVOCATION

Mayor Vince Haines opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Barbara Trent, American Legion, spoke about the history of Poppy Month.

Mayor Vince Haines read the proclamation declaring May Poppy Month in El Dorado, Kansas.

Mayor Vince Haines read the proclamation declaring May 5-11, 2019 Public Service Recognition Week in El Dorado, Kansas.

EL DORADO CITY COMMISSION MEETING

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Shawn Steward, AAA Kansas, presented the City of El Dorado Police Department the AAA – Traffic Safety Award.

PERSONAL APPEARANCE

Barbara Templin, El Dorado Municipal Band, provided information to the City Commission regarding the El Dorado Municipal Band and their upcoming season.

PUBLIC COMMENT

Mayor Vince Haines opened the floor for public comment.

There were no comments.

CONSENT AGENDA

Approval of City Commission Minutes from April 15, 2019 and the Special City Commission Minutes for April 10 and 24, 2019.

Approval of Appropriation Ordinance No. 03-19 in the amount of \$1,720,978.91.

Approval of the sale of land at 218 West Locust, 611 Houser and 829 South High.

Approval of a printer lease with Xerox for a 60-month lease at \$7,782.00.

Approval of Advisory Board Appointments for:

Advisory Board	Term	Applications Received
BOZA	2019 – December 2021	Renewal – Jim Phillips Renewal – Kevin Mulvaney
CTC	2019 – December 2020	Renewal – Seth Turner Karen Anderson Deanna Bonn
El Dorado Inc.	Present – December 31 st 2019 (terms need extended)	Gregg Lewis Kim Smith Lindsay Mills
Planning Commission	2019 – December 2021	Steve Fellers Renewal – Gerald Watson Renewal – Kelly Tetrick Renewal – Brad Long Renewal – Scott Leason
Sales Tax	2019 – December 2020	Andy Waller – Mayor Steve Funk – Mayor Dan Davis – Com. Lewis

		Lindsey Mills – Com. Guthrie Mel Arnold – Com. Wilkinson Victoria Humig – Com. Badway Scott Leason – Planning Com.
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Commissioner Nick Badway moved to approve the consent agenda as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

EL DORADO INC. ANNUAL REPORT

Linda Jolly, El Dorado Inc. Director, presented the annual report to the City Commission.

Commissioner Nick Badway asked how long a community can be an opportunity zone.

Ms. Jolly stated that it runs for ten years, but the first funds have to be activated within the first three years.

TENNIS COURT AGREEMENT

Mayor Vince Haines stated that he is a sub consultant on this project and so he will be abstaining from the conversation.

Scott Rickard, City Engineer, stated that the City and USD 490 have entered into a contract to build a tennis facility at North Main Park. He stated that a committee was put together to review the five proposals that were received in the RFQ process. He stated that the committee ranked PEC the highest of those proposals.

City Engineer Rickard reviewed the plan provided by PEC for the park and tennis courts.

Vice Mayor Kendra Wilkinson asked why Gravity Works and Multi Con were not listed in the agreement.

City Engineer Rickard stated that PEC needed an architect for the possible construction of restrooms and a concession facility. He stated that the other company is there to build the tennis courts. He stated that PEC will sub contract with them if the design build route is chosen.

Nick Staib, PEC, stated that Multi Con will be involved in order to monitor the design process and keep costs down.

Commissioner Gregg Lewis asked if PEC presented to the school district.

City Engineer Rickard stated that they were not, he presented it.

EL DORADO CITY COMMISSION MEETING

May 6, 2019

Commissioner Lewis asked if the school district knew that Gravity Works was involved.

City Engineer Rickard stated that he did not specifically mention it. He stated that the declaration was listed in the proposal.

Commissioner Lewis asked if he was comfortable working with PEC.

City Engineer Rickard stated that he was comfortable working with any of the companies. He stated that the review was done independently so that there was no influence by others.

Commissioner Lewis asked what would happen if PEC didn't get the project done on time.

City Engineer Rickard stated that they can put something in the contract regarding damages if they don't complete it on time.

City Manager David Dillner stated that their first deadline is next week, and so we will know soon if they are unable to perform on the deadline.

Commissioner Lewis stated that even though the Mayor has done everything he should, it's about the perception of the Mayor receiving money from the City.

Commissioner Nick Badwey stated that these procedures were put in place for small towns like us where there might be conflicts. He stated that the city should want to do business with those who live, work and pay taxes here. He stated as long as there are procedures in place, he felt that doing business with your neighbors was possible.

Vice Mayor Wilkinson stated that the school district has worked with Gravity Works before and are happy with what they have produced. She asked what the cost of the concession/restroom facility would be.

Mr. Staib stated that the total cost would be \$150,000 maybe, but that isn't what Gravity Works would receive. He stated that he reached out to Gravity Works because he wanted someone who was familiar with the community.

Commissioner Badwey asked if it could be done on time if the proposal is sent back.

Mr. Staib stated that it would not be.

Commissioner Matt Guthrie stated that his concerns lie in the delays on the last project the City hired PEC for and that PEC had to go out and hire others to get this project done. He stated that he is also concerned about the perception if PEC is given the project and Mayor Haines is the subcontractor.

Mr. Staib stated that PEC has recognized the previous issues and has reorganized. The people on the previous project are not working on this project.

Vice Mayor Wilkinson asked if Hellas identified others.

City Engineer Rickard stated that Hellas did not identify subcontractors which is one of their concerns, the other companies did identify a method for those items.

Commissioner Guthrie asked why Hellas was sent a proposal.

City Engineer Rickard stated that they all received information on the requirements of the project. He stated that they didn't talk to Hellas about their plan because they were not the highest ranking proposal.

Vice Mayor Wilkinson stated that we need to be able to utilize our local businesses, especially because we encourage shopping local.

Commissioner Badwey asked what happens if the proposal is not approved.

City Manager Dillner stated that he would recommend that the City Commission direct him to discuss a plan with the Superintendent of 490.

Commissioner Nick Badwey moved to authorize the City Manager to sign the agreement with Professional Engineering Consultants for the design of the El Dorado Tennis Court Complex.

Commissioner Gregg Lewis seconded the motion.

Motion failed 2 – 2 (Commissioners Guthrie and Lewis voted against).

Vice Mayor Wilkinson informed the Mayor of the vote.

Mayor Vince Haines asked if his firm was not part of the conversation if the vote could go forward.

Commissioners Lewis and Guthrie stated that they voted on record.

Mayor Haines stated that he would like to withdraw his firm from the consideration and call the question again. He stated that the project and the timeline were too important to hold it up with more conversation amongst the boards.

City Manager Dillner stated that the contract with PEC does not specifically mention Gravity Works and so the Commission could approve it with the withdrawal of Gravity Works.

Commissioner Wilkinson asked if USD 490 considered Gravity Works as part of this proposal.

EL DORADO CITY COMMISSION MEETING

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City Engineer Rickard stated that the conversation was about the process, not the specific companies.

Mayor Vince Haines moved to authorize the City Manager to sign the agreement with Professional Engineering Consultants for the design of the El Dorado Tennis Court Complex sans Gravity Works.

Commissioner Nick Badwey seconded the motion.

Motion carried 3 – 2 (Commissioners Guthrie and Lewis voted against).

LAKE DEBT PRE-PAYMENT AUTHORIZATION

City Manager David Dillner provided a brief review of lake debt and the previous investments of the lake debt monies. He stated that due to the current low interest rates, staff are suggesting that the City Commission pay off stages two and three of the lake debt.

Commissioner Matt Guthrie stated that this will pay off 48.7 percent of the water. He stated that he was excited to do this.

City Manager Dillner stated that we are paying off stage three entirely, but haven't actually used all of the capacity yet.

City Engineer Scott Rickard stated that there is still approximately a million gallons available per day.

Commissioner Matt Guthrie moved to pay off stages two and three of the lake debt.

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

REAL ESTATE POLICY

City Manager David Dillner briefly reviewed the proposed real estate policy.

Commissioner Nick Badwey moved to approve Resolution No. 2880, a Resolution providing a Real Estate Policy for the City of El Dorado.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

PROSECUTOR AGREEMENT

EL DORADO CITY COMMISSION MEETING

May 6, 2019

City Manager David Dillner reviewed the proposed contract. He stated that there are minor changes to the language, but no increase to fees.

Commissioner Kendra Wilkinson moved to direct the City Manager to sign the contract for prosecutorial services with Wernert Law.

Commissioner Matt Guthrie seconded the motion.

Motion carried 5 – 0.

FIRST QUARTER STRATEGIC AND FINANCIAL REPORT

City Manager David Dillner presented the first quarter strategic and financial report.

Commissioner Matt Guthrie asked what a clarified water study is.

City Manager Dillner stated that it is an economic development project that MKEC is looking at for us to help HollyFrontier with one of their processes.

Commissioner Matt Guthrie asked who buys the CNG from us.

City Manager Dillner stated that we use a lot of it, but we also sell to people who are traveling.

Commissioner Nick Badwey stated that we have a fast fill option that people like to use.

REPORTS

CITY COMMISSION

Commissioner Kendra Wilkinson stated that Parks and Recreation Advisory Board met but did not have a quorum.

Commissioner Wilkinson asked when the excess sales tax committee meets.

City Clerk Tabitha Sharp stated that they meet May 14th at 5:30 p.m.

Commissioner Matt Guthrie asked what was happening with the delay on the bike path.

City Engineer Scott Rickard stated that a portion of the proposed path goes under the bridge and they are reviewing it. He stated that they have requested that the edge of the shed be two more feet away from their pier. He stated that with the flooding in other areas, they have not been quick in getting back to us.

Mayor Vince Haines stated that El Dorado Inc. met and approved their budget. He stated that he will be meeting with REAP and another Project Wichita initiative.

EL DORADO CITY COMMISSION MEETING

May 6, 2019

Mayor Haines thanked the Chamber of Commerce for hosting the Prayer Breakfast last week.

CITY MANAGER

City Manager David Dillner stated that severe weather is anticipated tonight. He stated that City Hall is open during watches and warnings, the Senior Center is open for warnings.

EXECUTIVE SESSION

Commissioner Nick Badwey moved to recess into executive session pursuant to the preliminary discussions relating to the acquisition of real property exception under K.S.A. 75-4319(b)(6) and to reconvene the meeting at 8:35 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Mayor Vince Haines called the meeting back to order at 8:35 p.m.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 8:36 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0 (Commissioner Gregg Lewis).

City Clerk Tabitha D. Sharp

Mayor Vince Haines

EL DORADO CITY SPECIAL COMMISSION MEETING

May 1, 2019

The El Dorado City Commission met in special session on May 1, 2019 at 5:00 pm at City Hall with the following present: Mayor Vince Haines, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, and City Engineer Scott Rickard, and City Clerk Tabitha Sharp.

VISITORS

Tammy Schaffer	220 E 1 st	El Dorado, KS
Curt Ziemann	128 N Vine	El Dorado, KS
Kevin Wishart	220 E 1 st	El Dorado, KS

CALL TO ORDER

Mayor Vince Haines called the May 1, 2019 Special City Commission meeting to order at 5:00 p.m.

PAY PLAN DISCUSSION

City Clerk Tabitha Sharp reviewed the proposed changes to the pay plan for 2020. She stated that there are no increases to the salary schedule.

ADVISORY BOARDS AND COMMITTEES DISCUSSION

City Clerk Tabitha Sharp reviewed a memo regarding the attendance at recent advisory board meetings and the struggles staff were having getting volunteers for the various boards.

There was consensus to move forward with the recommendation from staff to eliminate the Airport and Parks and Recreation boards, and reduce the size of the CTC to 9 members. Staff stated that they would return to the Commission with the proposed changes at a future Commission meeting.

CONDEMNATION/DILAPITDATED HOMES

City Engineer Scott Rickard presented the Commission with five properties that staff are having the most trouble getting cleaned up. These properties are located at: 205 N Washington, 426 W 7th, 802 S Taylor, and 1107 and 1108 W Carr. He stated that the Code Enforcement Officer has provided a list of the citations for each with the packet.

City Engineer Rickard stated that the city code offers the Commission the opportunity to set a public hearing for which any person associated with ownership of the property would be sent a notice. He stated that after the public hearing, if the City Commission approves, staff can move forward with demolition of the structure and can place liens against the property for those costs.

City Manager David Dillner stated that we have brought the most difficult properties to the City Commission because we have been unable to make any progress. He stated that two of the owners are deceased and staff have been unable to reach a responsible party.

City Manager Dillner stated that our budget does not allow for all five to be torn down in one year, but that if we did a few of them, it might send a message and encourage others to clean up their properties.

The City Commission agreed to move forward with the process.

UPCOMING AGENDA ITEMS

Commissioner Kendra Wilkinson asked about the sale of the three lots on the next agenda.

City Engineer Scott Rickard stated that a group called Carpenter Cares, similar to Habitat for Humanity, has offered to purchase them at a price that will reimburse us for the demolition costs we have in the properties now.

Commissioner Nick Badwey asked if that money goes back to the demolition fund.

City Engineer Rickard stated that it does.

Commissioner Matt Guthrie stated that he was concerned about the Tennis Court RFP. He stated that he was concerned about the Mayor's firm's involvement in the project. He stated that he felt that Hellas had an equally good proposal and that he could not vote for the PEC proposal because of the Mayor's involvement. He stated that he felt that it didn't look good for the Mayor to make money off of a city-funded project. He stated that he could support the Hellas proposal.

Mayor Vince Haines stated that he would abstain from the conversation.

Commissioner Nick Badwey stated that he felt as long as there was a process for choosing that proposal over the others, that he was okay with it.

City Manager David Dillner stated that there are avenues through which Commissioners can declare their conflict in writing and participate in the vote, or they can abstain. He stated that the unique piece in this case is that the school district is partnering with us, so the City Commission could not vote to approve Hellas without returning to the School Board and discussing it.

City Engineer Scott Rickard stated that he met with the USD 490 board on Monday and reviewed the application process. He stated that the city had two members, the school district had two members and one member of the selection committee was at large. He stated that the reviews were done independently using the same federal guideline criteria

that the city uses for all projects. He stated that the scores were tallied and PEC was the recommendation partly because they were the only firm able to meet the August schedule requested by USD 490. He stated that the board voted to approve PEC unanimously.

Commissioner Gregg Lewis stated that he was worried about the perception.

REPORTS

There were no reports.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 6:22 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Vince Haines

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: El Dorado Main Street Annual Report
DATE: May 20, 2019

Background:

El Dorado Main Street provides an annual report to the City Commission.

Policy Issue:

None

Fiscal Impact:

None

Trade-offs:

None

Staff Recommendation:

None

Commission Actions:

None

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Engineering Department
SUBJ: Special Use Permit Application – 620 N. Industrial Road
DATE: May 7th, 2019

Background:

Mears Fertilizer is in the process of purchasing nine acres from the City of El Dorado to expand their fertilizer production business. Fertilizer production is considered Manufacturing, Processing, by the Zoning Ordinance and requires a Special Use Permit. The Planning Commission held a public hearing on April 25th, 2019, and unanimously recommended approval of the Special Use Permit application. The staff memo, map, and minutes is attached.

Policy Issue:

Special Use Permits (SUP) allow specific uses to take place on a property. The SUP may allow specific uses or structures not explicitly permitted or prohibited by the zoning ordinance. The zoning ordinance has set criteria for reviewing SUP applications that include analyzing the size and locations of proposed uses/structures in relation to adjacent sites and the general compatibility of the proposed use/structure with adjacent properties in the area. The proposed use is allowed by-right in I-2 Heavy Industrial zoning districts and requires a SUP to take place in I-1 Light Industrial districts.

Fiscal Impact:

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

Staff Recommendation:

Approve the SUP Application

Commission Actions:

Commissioner _____ moved to Ordinance No. G-1303 requesting a special use permit for the uses of fertilizer production and chemical plant, considered manufacturing, processing, and replacing ordinance G-1122.

Commissioner _____ seconded the motion.

Roll Call Vote

	Mayor Vince Haines	_____
Position No. 1	Commissioner Matt Guthrie	_____
Position No. 2	Commissioner Gregg Lewis	_____
Position No. 3	Commissioner Nick Badwey	_____
Position No. 4	Commissioner Kendra Wilkinson	_____

PLANNING COMMISSION MEMORANDUM

TO: Planning Commission
CC: Scott Rickard, Engineering Director
FROM: Jay Shivers, AICP, City Planner
RE: SUP – Manufacturing, Processing Expansion

Mears Fertilizer is in the process of purchasing approximately nine acres to the east of the facility at 620 N. Industrial Road. The company plans to expand their operations onto the property. In 2009, the City of El Dorado gained zoning authority for three miles around the City, including this area. The majority of the facility is located outside of city limits but within the Extraterritorial Jurisdiction (ETJ). The existing facility and the proposed expansion area are zoned I-1 Light Industrial District. The proposed expansion area is within city limits.

The operations on the property are considered fertilizer production and chemical plant, both of which fall under the “manufacturing, processing” land use definition in the zoning ordinance. This land use is defined as:

“An establishment engaged in the processing of predominantly extracted or raw materials into finished, or partially finished goods, products or parts. Also includes those industries that have the potential to produce commonly recognized offensive conditions, such as noxious fumes or odors. Typical uses include fat rendering plants, poultry plants, slaughterhouses, meat processing, brewery, textile mills, pet food production, tanneries, pulp processing, paper products manufacturing, chemical plants, cement plants, fertilizer production, stockyards and feedlots, garbage incineration, metal foundries and petroleum refineries. Generally includes ancillary uses such as storage, offices, guard shacks, etc.”

The “manufacturing, processing” land use is allowed by right in I-2 Heavy Industrial District zoning but requires a Special Use Permit (SUP) in I-1 Light Industrial Districts. In 2011, Mears Fertilizer purchased adjacent property and applied for, and was granted, a SUP to expand their land use onto the newly purchased property. Today, Mears Fertilizer is requesting another expansion of the land use onto an additional nine acres abutting the east side of the property.

Zoning Ordinance standards for review:

- A. *The location and size of the proposed use in relation to the site and to adjacent sites and uses of the property, and the nature and intensity of operations proposed thereon.* The property currently consists of a number of structures for office, warehouse, and fertilizer production purposes. Properties abutting the subject parcel include a barrel/drum manufacturer, a bulk recycling and processing center, and vacant land. Properties along N. Industrial Road are zoned and used for industrial purposes. Property to the north of NW Parallel Road are

primarily agricultural with a single residence about 300 feet east northeast of the current Mears Fertilizer boundary.

- B. *Accessibility of the property to police, fire, refuse collection and other municipal services; adequacy of ingress and egress to and within the site; traffic flow and control; and the adequacy of off-street parking and loading areas.* This property is accessibly by emergency services with adequate ingress/egress and parking area.
- C. *Utilities and services, including water, sewer, drainage, gas, and electricity, with particular reference to location, availability, capacity and compatibility.* The City of El Dorado does not provide utilities to the facility.
- D. *The location, nature, and height of structures, walls, fences, and other improvements; their relation to adjacent property and uses; and the need for buffering or screening.* The applicant is considering preliminary plans for expansion. New construction will be subject to the site plan review process.
- E. *The adequacy of required yard and open space requirements and sign provisions.* The property is currently developed well beyond the minimum setback requirements.
- F. *The general compatibility with adjacent properties, other properties in the district, and the general safety, health, comfort and general welfare of the community.* The proposed land use is compatible with the predominantly industrial land uses in the area.

The property is currently located within the West Industrial Park. The City expects continued industrial development in this area and is actively marketing the city-owned property to the southeast of the subject property for industrial development. The City of El Dorado has also recently completed a West Industrial Park Master Plan that focuses on the expansion and/or improvement of infrastructure in this area in the future.

If approved, this Special Use Permit will replace the original (Case No. 11-006-SUP, Ordinance G-1122) with a new comprehensive SUP document encompassing the existing property and the additional nine acres. Staff recommend approval of the SUP application. This SUP approves an expansion of the current land use only. Future development on the property will be in accordance with existing regulations and land uses as approved by this SUP.

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

Suggested Motion:

I move to recommend approval of Case No. 19-02-SUP, replacing Special Use Permit Ordinance G-1122, a request by Mears Fertilizer, to expand their current approved

uses of fertilizer production and chemical plant, considered manufacturing, processing, onto nine acres described in the attached survey for the reasons set forth in the staff recommendation and heard at this public hearing.



N
1 inch = 500 feet

NW PURITY SPRINGS RD

NW PARALLEL ST

SW PARALLEL ST

Approximate Location of Addition
(See survey for exact dimensions
and location)

Existing SUP

SW PURITY SPRINGS RD

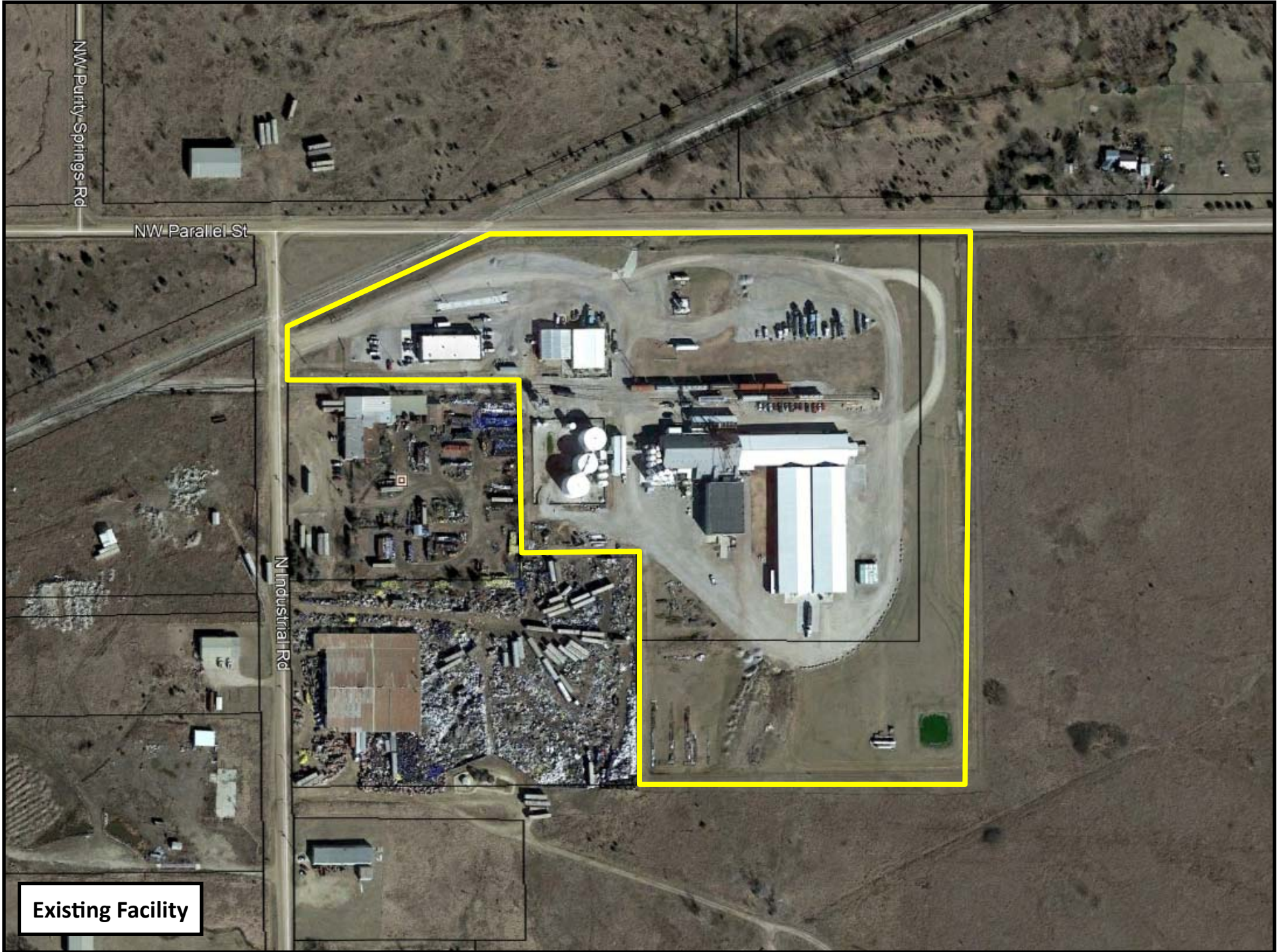
N INDUSTRIAL RD

Mears Fertilizer Expansion

EXIT 71S

KTAS

KTAN



Existing Facility



EL DORADO

THE FINE ART OF LIVING WELL

PLANNING COMMISSION MINUTES - DRAFT

April 25, 2019

6:30 p.m.

1. CALL TO ORDER & ROLL CALL

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

Members Present:

Scott Hackler
Scott Leason
Kyle McLaren
David Stewart
Kelly Tetrick
Gerald Watson

Staff Present:

Jay Shivers
Scott Rickard

Others Present:

Galen Mears
Kevin Mears
Linda Jolly

2. APPROVAL OF MINUTES

Commissioner Stewart moved to approve the minutes of the March 28th, 2019, Planning Commission meeting, seconded by Commissioner Watson. The motion passed unanimously (6-0).

3. NEW BUSINESS

ITEM NO. 1 –CASE NO. 19-02-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT AT 620 N. INDUSTRIAL ROAD TO ALLOW MANUFACTURING, PROCESSING.

A) PRESENTATION OF REQUEST

Jay Shivers reviewed the staff memo with the Planning Commission. He said there are no new uses proposed, only the expansion of current operations onto the new nine acres. Galen Mears and Kevin Mears were available for questions.

Commissioner McLaren asked what is planned for the additional nine acres. Galen Mears said primarily additional warehousing and stormwater detention. Kevin said the warehouse would be for finished goods and shipping/loading.

Commissioner Watson asked about squaring the property lines on the south side. Scott Rickard said they wanted to cut the corner so that future development on the adjacent property would have better access to Industrial Road and NW Parallel. He also said it was a good alignment for the future extension of utilities.

B) PUBLIC HEARING

Chairman Tetrick opened the public hearing. There being no one to speak, the public hearing was closed.

C) DISCUSSION BY PLANNING COMMISSIONERS

No additional discussion.

D) MOTION

Commissioner Leason moved to recommend approval of Case No. 19-02-SUP, replacing Special Use Permit Ordinance G-1122, a request by Mears Fertilizer, to expand their current approved uses of fertilizer production and chemical plant, considered manufacturing, processing, onto nine acres described in the attached survey for the reasons set forth in the staff recommendation and heard at this public hearing, seconded by Commissioner Hackler

Roll Call Vote:

Commissioner Hackler	Y
Commissioner Leason	Y
Commissioner McLaren	Y
Commissioner Stewart	Y
Chairman Tetrick	Y
Commissioner Watson	Y

The motion passed unanimously (6-0).

E) OLD BUSINESS

F) STAFF ITEMS

- REVIEW CAPITAL IMPROVEMENT PLAN (CIP)

Mr. Shivers reviewed project criteria for the Capital Improvement Plan (CIP) and explained that their duty is to review the plan and ensure it conforms to the Comprehensive Plan. Mr. Rickard introduced the CIP and reviewed the categories of projects.

Chairman Tetrick asked about the 9th Avenue to Taylor paving project. He said they had talked about that project in the past and asked about railroad costs. Mr. Rickard said the railroad passes those costs to the city. He said there's five tracks and they cost about \$150,000 a track crossing. Commissioner Watson asked if the city is covering a larger cost than normal compared to residential streets. Mr. Rickard said there would still be an improvement district but most of the street is next to railroad property and would be city at-large costs. Commissioner Hackler asked if the railroad owned the tracks or UTLX. Mr. Rickard said it was BNSF.

Commissioner Leason asked if sales tax funds went to recent projects at the ball fields. Mr. Rickard said a lot of excess sales tax funds have gone to parks and recreation improvements, including a project to replace the bathrooms at McDonald stadium.

The Planning Commission discussed excess sales tax allocations.

Commissioner Watson asked about Douglas Road improvements. Mr. Rickard said the project is approved and in the design phase, hoping to start utility and stormwater work started this fall. Commissioner Watson also asked about N. Topeka. Mr. Rickard said years ago the residents along that stretch did not want the road improved.

Commissioner Hackler asked about the airport project's 90/10 grant funding. Mr. Rickard said the FAA is paying the 90% and the airport fund covers the remaining 10%. He also said the airport fund generates funding.

Commissioner Leason moved to deem the 2020-2025 CIP projects in conformance with the City of El Dorado's 2030 Comprehensive Plan, seconded by Commissioner Hackler.

Roll Call Vote:

Commissioner Hackler	Y
Commissioner Leason	Y
Commissioner McLaren	Y
Commissioner Stewart	Y
Chairman Tetrick	Y
Commissioner Watson	Y

The motion passed unanimously (6-0).

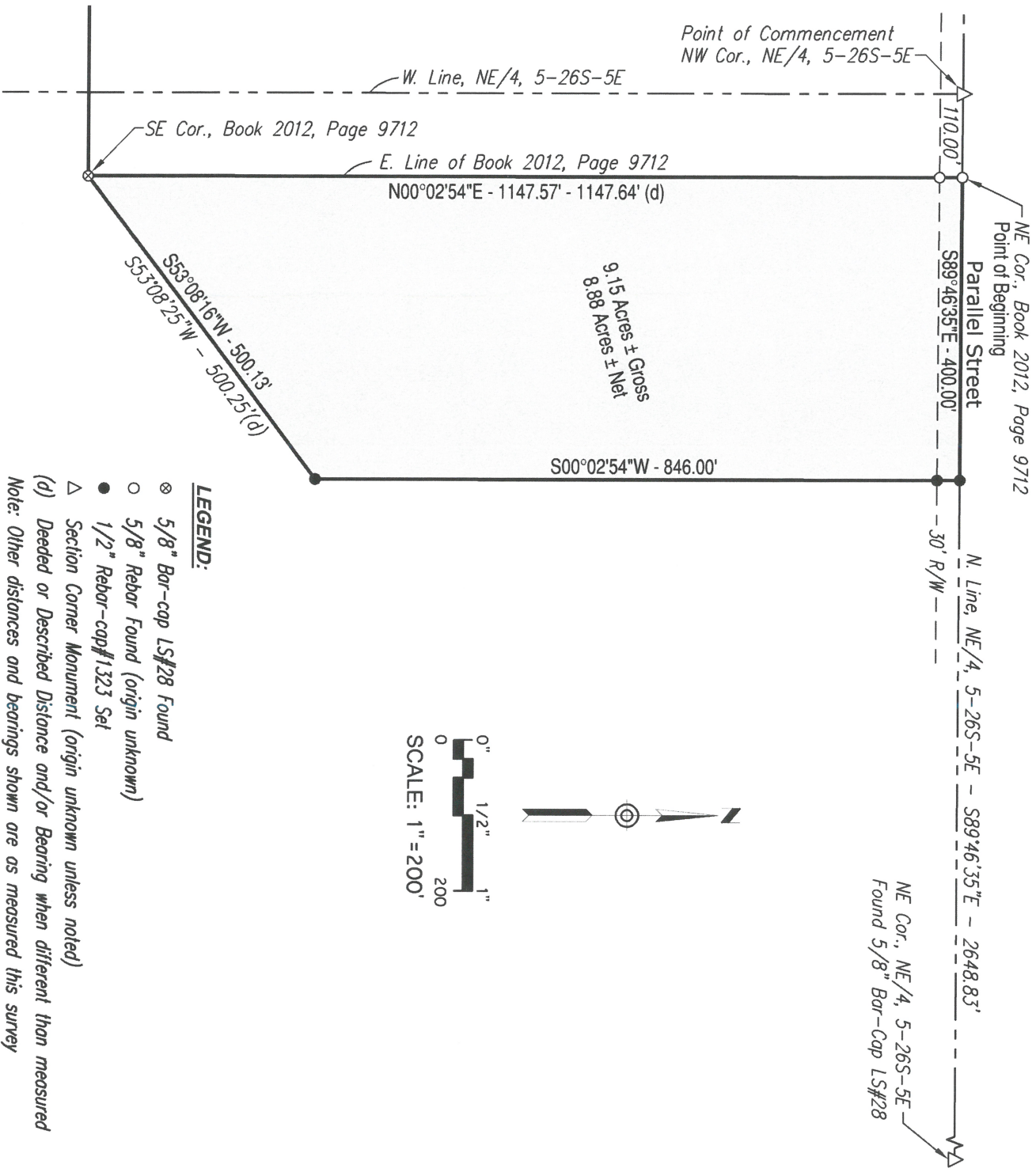
Mr. Shivers asked if anyone is interested in joining the excess sales tax committee. Commissioner Leason volunteered for the committee.

Mr. Shivers also informed the Planning Commission they would elect/re-elect the Chairman and Vice Chairman positions at the May meeting. They would also appoint a representative to the Board of Zoning Appeals at that time.

Mr. Shivers said they would be reviewing the Deer Grove RV Park Special Use Permit again and asked them to drive by and look at the properties prior to the meeting.

G) ADJOURNMENT

The meeting was adjourned at 7:00pm.



DESCRIPTION:

A tract of land situated in the Northeast Quarter of Section 5, Township 26 South, Range 5 East of the 6th Principal Meridian, Butler County, Kansas, being more particularly described as follows: Commencing at the Northwest Corner of said Northeast Quarter; thence South 89 degrees, 46 minutes, 35 seconds East (assumed), along the North Line of said Northeast Quarter, a distance of 110.00 feet to the Northeast Corner of a tract of land recorded in Book 2012, Page 9712 being the Point of Beginning of the herein described tract; thence continuing South 89 degrees, 46 minutes, 35 seconds East, along the North Line of said Northeast Quarter, a distance of 400.00 feet to a point; thence South 00 degrees, 02 minutes, 54 seconds West, parallel with the East Line of said recorded tract, a distance of 846.00 feet to a point; thence South 53 degrees, 08 minutes, 25 seconds West, a distance of 500.25 feet to the Southeast Corner of said recorded tract; thence North 00 degrees, 02 minutes, 54 seconds East, along the East Line of said recorded tract, a distance of 1147.64 feet to the Point of Beginning, containing 9.15 acres, more or less.

NOTES:

- Bearings for this survey are based on an assumed South 89 degrees, 46 minutes, 35 seconds East for the North Line of the Northeast Quarter, 5-26S-5E.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, vacated lands, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

CERTIFICATION:

I hereby certify that the above is an accurate plat of the survey completed by me on the 29th day of March, 2019, and that the survey meets or exceeds the Minimum Technical Standards for a Boundary Survey as adopted by the Kansas State Board of Technical Professions.

Greg D. Frederick

Kansas REG. NO.: 1323



PREPARED FOR:

ASM Engineering Consultants, LLC
Ryan McCune
202 E. Rhonda Ave., Suite C
Andover, KS 67002



SMITH & OAKES, INC.
CIVIL ENGINEERING / LAND SURVEYING
P.O. BOX 696 / 110 W BRYANT RD / ARKANSAS CITY, KS 67005
620-442-4756 / FAX 620-442-0461 / INFO@SMITHANDOAKES.COM

DATE: 4/1/2019

PROJ. #: 38-054

SHEET: 1 OF 1

DRAWN BY: GDF



629 North Industrial Road
P.O. Box 1271
El Dorado, KS 67042

Toll Free: 800-345-9143
Phone: 316-321-3674
Fax: 316-321-9383

Mr. Shivers:

Mears Fertilizer has been in business in the El Dorado area since 1966. During this time, we have expanded from a basic agriculture fertilizer manufacturer and dealer to a manufacturer of bagged fertilizers, ice melt, and liquid blends for the lawn and turf, as well as the agriculture industries. Mears' ongoing growth over the years has brought employment opportunities, increased tax revenues and increased spending for both Butler County and the City of El Dorado. We are now making plans to continue that growth in its natural direction, which we feel will only continue to benefit the community of El Dorado.

Mears Fertilizer's expansion will provide new opportunities for the company while continuing to increase employment growth and revenue for the City of El Dorado. The proposed expansion into combination products, (i.e. pesticides and coated fertilizer) along with the increased capacity for current manufactured products, will solidify Mears Fertilizer Inc. and the City of El Dorado as a top national producer of Fertilizer, Ice melt and Combination products; benefiting the community directly, as well as indirectly with additional access to our business related customers, transportation carriers, and vendors.

We hope you see the potential of our vision and agree it will benefit the City of El Dorado and the surrounding community. We are happy to answer any specific questions you have about our intentions, as we move forward with the expansion process and request rezoning of the property specified, in order to achieve the goals of Mears Fertilizer and the City of El Dorado in broadening opportunities for its residents.

A handwritten signature in cursive script, appearing to read "Galen Mears".

Galen Mears
President
Mears Fertilizer, Inc
El Dorado, Ks, 67042
(316)-321-3674



Maclaskey Oilfield Services, Inc.

P.O. Box 2378
Weatherford, Texas 76086
Ph. (817) 594-8073
Fax. (817) 594-8075

April 16, 2019

City of El Dorado
Planning Commission
220 E. 1st Ave.
El Dorado, KS 67042

City of El Dorado Planning Commission;

We are writing this in response to the notice of hearing we received in regard to Mears Fertilizer's application to expand their manufacturing operation.

In the 30 years we have been associated with the North Industrial Road area, Mears has always exemplified the meaning of good and responsible neighboring business. With this expansion and likely additional business in our local economy, we feel it is a win/win for us all.

Thus, we strongly recommend the commission's approval.

Thank You


Kelly Maclaskey
Maclaskey Oilfield Services, Inc.

ORDINANCE NO. G-1303

WHEREAS, an application has been filed with the El Dorado Planning Commission requesting a Special Use Permit to allow a Manufacturing, Processing operations on property located at 620 N. Industrial Road, and;

WHEREAS, on the 25th day of April, 2019, at a Planning Commission meeting duly convened, the Planning Commission voted to approve and does hereby recommend that the Governing Body approve the Special Use Permit.

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

Section 1. That the recommendation of the Planning Commission is upheld and a Special Use Permit is hereby granted to Galen Mears, to allow a Manufacturing, Processing operation in an I-1 Light Industrial District at the following legally described property:

Beginning at the Northeast corner of the Northwest Quarter (NW4) of Section 5, Township 26 South, Range 5 East of the Sixth Principal Meridian in Butler County, Kansas; thence East along the North line of the Northeast Quarter (NE4) of said Section 5, a distance of 110 feet; thence South parallel with the West line of said Northeast Quarter (NE4), a distance of 1147.64 feet; thence West 701.14 feet; thence North 293.77 feet; thence continuing North 182.68 feet; thence West 230.64 feet to a point on the East line of SDS property; thence North along said property line, a distance of 353.68 feet; thence West 500 feet to a point on the West line of the East-half of the Northwest Quarter (NW4) of said Section 5; thence North along said West line, a distance of 93.95 feet to a point on the Southern Railroad Right-of-way line; thence Northeasterly along said Railroad Right-of-way, to a point on the North line of said Section 5; thence East along said North line to the Point of Beginning. Said tract contains 24.38 Acres including the road Right-of-way.

Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees, 46 minutes, 35 seconds East (assumed), along the North Line of said Northeast Quarter, a distance of 110.00 feet to the Northeast Corner of a tract of land recorded in Book 2012, Page 9712 being the Point of Beginning of the herein described tract; thence continuing South 89 degrees, 46 minutes, 35 seconds East, along the North Line of said Northeast Quarter, a distance of 400.00 feet to a point; thence South 00 degrees, 02 minutes, 54 seconds West, parallel with the East Line of said recorded tract, a distance of 846.00 feet to a point; thence South 53 degrees, 08 minutes, 25 seconds West, a distance of 500.25 feet to the Southeast Corner of said recorded tract; thence North 00 degrees, 02 minutes, 54 seconds East, along the East Line of said recorded tract, a distance of 1147.64 feet to the Point of Beginning, containing 9.15 acres, more or less.

The property is commonly known as 620 North Industrial Road.

Section 2. The Special Use Permit is issued with the following condition:

To allow fertilizer production and chemical plants, as listed under Manufacturing, Processing.

Section 3. If any future, but not as currently existing, code, regulation, or ordinance of the City of El Dorado contradicts any portion of this ordinance, only the portion contradicted is invalid.

Section 4. This ordinance shall be in full force and effect after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of El Dorado, Kansas, on this 20th day of May, 2019.

Vince Haines, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: 2020 Salary Schedule
DATE: May 20, 2019

Background:

A salary schedule must be approved each year by the City Commission so that staff have direction on the starting and ending salary points for each position. It also provides a listing of all available positions within the City of El Dorado. Changes can be seen in red on the 2020 schedule, there were no recommended increases in the pay scale.

Policy Issue:

The Salary Schedule must be approved by the City Commission before it can be made official.

Alternatives:

The City Commission has several options:

1. Accept the recommended salary schedule.
2. Make no changes to the salary schedule.
3. Recommend other changes to the salary schedule.

Fiscal Impact:

Staff will calculate salaries in the proposed 2020 operating budget utilizing the ranges provided in the salary schedule.

Trade-offs:

Not applicable.

Staff Recommendation:

Approve the Resolution.

Commission Actions:

Commissioner _____ moved to approve Resolution No. 2881, a Resolution amending Resolution No. 2871, which established 2020 salaries and wages paid to various employees of the City of El Dorado and allocated the various funds of said City, charges and debits for the payment of compensation of wages of all City officials and employees.

Commissioner _____ seconded the motion.

RESOLUTION NO. 2881

WHEREAS, under the provisions of Section 2.52.010 of Title 2, Chapter 2.52 of the Code of the City of El Dorado, Kansas, 1996, it is made the duty of the City Commission of the City of El Dorado, Kansas, to fix by Resolution, the salaries and wages to be paid to the various employees of said City, and to allocate to the various funds of said city, charges and debits for the payment of the compensation and wages of all City Officials and Employees; and

WHEREAS, the last such Resolution was adopted by the Commissioners of said City on the 15th day of October, 2018, and thereafter; and

WHEREAS, it has become necessary to make certain changes in the salaries to be paid to Officers and Employees of said City:

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

That beginning January 1, 2020, and continuing thereafter, until modified by the City Commission of the City of El Dorado, Kansas, a position classification system and salary range schedule shall be established, thus repealing Resolution No. 2871 with the Personnel Pay Plan and Job Classification, attached hereto.

Unclassified

<u>Position</u>	<u>Maximum</u>
Mayor (Annual)	\$100.00
City Commissioners (Annual)	\$100.00
City Manager	As Per Agreement
City Attorney	As per Agreement
Municipal Judge	As Per Agreement
Temporary and Part Time (Hourly)	\$7.25 - \$30.00

BE IT FURTHER RESOLVED, that beginning January 1, 2019, and continuing thereafter until modified by the City Commission of the City of El Dorado, Kansas, the Officers and Employees of said City shall be paid respectively the amount set opposite the name of their office or position, or between the range set forth, such salary for the period of time designated.

That all employees shall be compensated from the specific funds for which their services were performed, such application to be made by the City Manager of said City.

BE IT FURTHER RESOLVED, that there is hereby established a schedule of longevity pay in addition to the basic salary above defined, for each Employee of the City of El Dorado, Kansas, having completed sixty (60) months of service, computed as follows:

For the first 60 months of service	\$240.00
------------------------------------	----------

For each month of the next 180 months of service \$ 4.00

This schedule of rate of pay based on longevity service with the City shall be annually computed as of November 30, and paid in November, provided that longevity pay for any one employee shall not exceed the sum of \$960.00 per annum.

BE IT FURTHER RESOLVED, that in addition to all other wages and benefits that overtime exempt as determined under the provisions of the Fair Labor Standard Act and designated by the City Manager, shall be paid at a rate of \$300.00 per year deferred compensation. Such deferred compensation is to be placed in applicable the Empower Retirement Services accounts.

BE IT FURTHER RESOLVED, that in addition to all other wages and benefits, that all regular full time employees, not eligible to participate in the KP&F retirement system, will be eligible for an additional retirement benefit as follows: the employee will receive a fixed percentage contribution of 0.74% of their annual gross salary into the Empower Retirement Services account upon hire. Additional employee elections will receive an employer match. The City will contribute up to 5.74% of gross wages per pay period for every eligible employee who contributes at least 1% of their wages. The deferred compensation is to be deposited bi-weekly into the employee's Empower Retirement Services account.

PASSED AND APPROVED by the Governing Body of the City, this 20th day of May, 2019.

Mayor Vince Haines

Commissioner Nick Badwey

Commissioner Kendra Wilkinson

Commissioner Gregg Lewis

Commissioner Matt Guthrie

ATTEST:

Tabitha Sharp, City Clerk

2020
CITY OF EL DORADO
PAY PLAN CLASSIFICATION
RESOLUTION NO. ____

<u>Position</u>	<u>Grade</u>	<u>Min</u>	<u>Max</u>
City Manager	N/A	N/A	N/A
City Attorney	N/A	N/A	N/A
Municipal Court Judge	N/A	N/A	N/A
Assistant City Manager	21	\$ 33.19	\$ 49.15
City Engineer	21	\$ 33.19	\$ 49.15
Finance Director	21	\$ 33.19	\$ 49.15
Fire Chief	21	\$ 33.19	\$ 49.15
Parks & Recreation Director	21	\$ 33.19	\$ 49.15
Police Chief	21	\$ 33.19	\$ 49.15
Public Utilities Director	21	\$ 33.19	\$ 49.15
Public Works Director	21	\$ 33.19	\$ 49.15
Deputy Fire Chief	20	\$ 28.44	\$ 42.12
Police Captain	20	\$ 28.44	\$ 42.12
Assistant Finance Director	19	\$ 25.08	\$ 37.14
City Clerk	19	\$ 25.08	\$ 37.14
Golf Course General Manager	19	\$ 25.08	\$ 37.14
Human Resources Director	19	\$ 25.08	\$ 37.14
Information Technology Manager	19	\$ 25.08	\$ 37.14
Detective/Patrol Lieutenant	18	\$ 24.23	\$ 35.88
Superintendent	18	\$ 24.23	\$ 35.88
Fire Captain *	17	\$ 17.64	\$ 26.12
Community Marketing Manager	16	\$ 22.97	\$ 34.00
Parks and Recreation Facilities Manager	16	\$ 22.97	\$ 34.00
Fire Lieutenant *	15	\$ 16.14	\$ 23.90
Building Official	14	\$ 20.21	\$ 29.93
Community Marketing Manager	14	\$ 20.21	\$ 29.93
Human Resources Manager	14	\$ 20.21	\$ 29.93
Patrol / Detective Sergeant	14	\$ 20.21	\$ 29.93
Planning & Zoning Coordinator	14	\$ 20.21	\$ 29.93
Cemetery Sexton	13	\$ 19.67	\$ 29.13
Detective I	13	\$ 19.67	\$ 29.13
Master Patrol Officer	13	\$ 19.67	\$ 29.13
Automotive Technician	13	\$ 19.67	\$ 29.13
Recreation Foreman	13	\$ 19.67	\$ 29.13
Master Firefighter *	12	\$ 14.63	\$ 21.67
Airport Manager	11	\$ 18.42	\$ 27.28
Engineering Technician	11	\$ 18.42	\$ 27.28
Equipment Operator III	11	\$ 18.42	\$ 27.28
Pro Shop Manager	11	\$ 18.42	\$ 27.28
Solid Waste Coordinator	11	\$ 18.42	\$ 27.28
Chief Operator	11	\$ 18.42	\$ 27.28
Detective	10	\$ 16.97	\$ 25.13
Human Resources Specialist	10	\$ 16.97	\$ 25.13

Patrol Officer	10	\$ 16.97	\$ 25.13
Payroll & Benefits Clerk	10	\$ 16.97	\$ 25.13
Plant Operator IV	10	\$ 16.97	\$ 25.13
Police Office Administrator	10	\$ 16.97	\$ 25.13
Senior Accountant	10	\$ 16.97	\$ 25.13
Senior Center Director	10	\$ 16.97	\$ 25.13
Utility Billing Clerk	10	\$ 16.97	\$ 25.13
Firefighter *	9	\$ 13.00	\$ 19.25
Plant Operator III	8	\$ 16.48	\$ 24.41
Building Maintenance Worker	7	\$ 15.50	\$ 22.96
Equipment Operator II	7	\$ 15.50	\$ 22.96
Plant Operator II	7	\$ 15.50	\$ 22.96
Animal Control Officer	6	\$ 14.64	\$ 21.68
Animal Shelter Attendant	6	\$ 14.64	\$ 21.68
Assistant Court/Records Clerk	6	\$ 14.64	\$ 21.68
Administrative Assistant	6	\$ 14.64	\$ 21.68
Greens Keeper	6	\$ 14.64	\$ 21.68
Municipal Court Clerk	6	\$ 14.64	\$ 21.68
Recycle Leadperson	6	\$ 14.64	\$ 21.68
Rolloff Driver	6	\$ 14.64	\$ 21.68
Sanitation Leadperson	6	\$ 14.64	\$ 21.68
Technician	6	\$ 14.64	\$ 21.68
Equipment Operator I	5	\$ 14.19	\$ 21.02
Plant Operator I	5	\$ 14.19	\$ 21.02
Maintenance Worker III	4	\$ 13.50	\$ 19.99
Meter Reader	4	\$ 13.50	\$ 19.99
Utility Cashier	4	\$ 13.50	\$ 19.99
Maintenance Worker II	3	\$ 12.93	\$ 19.15
Custodian	2	\$ 12.85	\$ 19.03
Maintenance Worker I	2	\$ 12.85	\$ 19.03
Recycle Laborer	2	\$ 12.85	\$ 19.03
Sanitation Collector	2	\$ 12.85	\$ 19.03
<i>Part-Time Staff</i>	<i>1</i>	<i>\$ 7.25</i>	<i>\$ 30.00</i>

Positions above the Bold line will be considered Salaried (Exempt)

* Indicates a 24/48 Rate

Updated- 04/2019

2020
CITY OF EL DORADO
PAY PLAN CLASSIFICATION
RESOLUTION NO. 2881

<u>Position</u>	<u>Grade</u>	<u>Min</u>	<u>Max</u>
City Manager	N/A	N/A	N/A
City Attorney	N/A	N/A	N/A
Municipal Court Judge	N/A	N/A	N/A
Assistant City Manager	21	\$ 33.19	\$ 49.15
City Engineer	21	\$ 33.19	\$ 49.15
Finance Director	21	\$ 33.19	\$ 49.15
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Chief Operator	11	\$ 18.42	\$ 27.28
Detective	10	\$ 16.97	\$ 25.13
Human Resources Specialist	10	\$ 16.97	\$ 25.13
Patrol Officer	10	\$ 16.97	\$ 25.13
Payroll & Benefits Clerk	10	\$ 16.97	\$ 25.13
Plant Operator IV	10	\$ 16.97	\$ 25.13
Police Office Administrator	10	\$ 16.97	\$ 25.13

Senior Accountant	10	\$ 16.97	\$ 25.13
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Recycle Laborer	2	\$ 12.85	\$ 19.03
Sanitation Collector	2	\$ 12.85	\$ 19.03
<i>Part-Time Staff</i>	<i>1</i>	<i>\$ 7.25</i>	<i>\$ 30.00</i>

Positions above the Bold line will be considered Salaried (Exempt)

* Indicates a 24/48 Rate

Updated- 05/2019

2019 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Wind Turbine Decommissioning Staff Report
DATE: May 20, 2019

Background:

The City Commission requested staff seek proposals to decommission and demolish the wind turbine following the recent settlement of the wind turbine lawsuit. The City of El Dorado requested bids to decommission and remove the turbine from the Water Reclamation Facility grounds. The selected contractor would also remove all parts currently being stored in the barn also situated on the grounds. The decommissioning proposal includes the turbine, spare nacelle, hub railing, foundation tooling, spare gearbox, PLC cabinets and miscellaneous hardware.

The City received two bids from interested contractors. The bids are attached for review, although the summary of the bids are as follows: Pearson Construction (\$19,800) and All Metal Recycling (\$24,711).

The City also received interest from the City of Pembina, North Dakota to purchase spare parts currently held in inventory. Staff hopes to have a proposal from Pembina shortly. If it is received by Monday, it will be added to the agenda for consideration by the City Commission. If not, it will be added to the next scheduled agenda. They are offering to purchase the turbine blades, full hydraulic unit, vent fans, cone bushings, teeter buffers, brake assembly, yaw deck bearing and hub flange.

Alternatives:

The City Commission may choose any of the following options:

- Accept one of the bids listed above and direct the City Manager and City Attorney to negotiate a contract for the decommissioning of the wind turbine.
- Request that staff get more information on the bids listed.
- Leave the turbine standing as is.

Fiscal Impact:

The Sewer Fund will pay the cost of decommissioning the wind turbine. The expense is unbudgeted, and so depending on the expenses in the sewer fund for the remainder of 2019, it may be necessary to republish the budget in order to have authority for the extra expense. The Sewer Fund has sufficient resources available to cover the cost of decommissioning and demolition. In addition, the City will receive funds from the sale of any materials declared as surplus and sold. Any additional revenue generated from the sale of surplus items will offset the expense of decommissioning and demolition.

Staff Recommendation:

Staff recommends accepting All Metal Recycling's bid of \$24,711 due to the company's experience with decommissioning and demolishing of wind turbines. Staff also recommends declaring any remaining related inventory as surplus, and further authorizing the City Manager to dispose of said surplus materials either by sale or otherwise.

Commission Actions:

There will be two actions associated with this item:

Commissioner _____ moved to authorize the City Manager and the City Attorney to negotiate the contract to decommission the wind turbine with _____.

Commissioner _____ seconded the motion.

Commissioner _____ moved to declare all remaining inventory related to the wind turbine as surplus, and further authorizing the City Manager to divest of said surplus materials, either by sale or disposal.

Commissioner _____ seconded the motion.



3450 N. Rock Rd. #300
Wichita, KS 67226
p: (316) 263-3100
f: (316) 263-3071
www.pearsonconstructionllc.com

To:	City of El Dorado	Contact:	Scott Rickard
Address:	PO Box 792, 220 E 1st El Dorado, KS 67042	Phone:	(316) 321-9100
		Fax:	(316) 321-6282
Project Name:	Demo-Wind Turbine	Bid Number:	1905-010
Project Location:		Bid Date:	5/7/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Demo Wind Turbine	1.00	LS	\$19,800.00	\$19,800.00

Total Bid Price: \$19,800.00

Notes:

- The above price does not include Performance and Payment Bonds. Add 1.00 % if required.
- Sales tax excluded
- Staking and Layout excluded
- Erosion control excluded
- Soils testing excluded
- Seeding Excluded
- Barricades / traffic control excluded
- The above price is good for 30 days.
- The wind turbine will be felled, in tact, onto the cultivated field to the northwest, processed and hauled off site. Our schedule is flexible.....whatever would be suitable for the City. The demo will likely extend into 2 days.

Payment Terms:

Payment: Net 30 Days

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pearson Construction, LLC

Authorized Signature: _____

Estimator: Kurt Cornejo
316-263-3100 kurt@pearsonconstructionllc.com



800 E. 21st N. Wichita, Kansas 67214

p: 316.262.1475 / f: 316.262.3852

May 1, 2019

Scott Rickard
Director of Engineering
City of El Dorado
220 E. First
El Dorado, Ks. 67042

Re: Wind Tower Removal

Mr. Rickard,

This is our quote for your information and action to remove existing wind tower structure, extra nacelle and all parts associated with wind tower located at the water treatment plant in El Dorado Kansas. Allmetal will provide the following service to complete this project.

Proposal:

- Provide owner with proof of insurance
- Tower will be taken down at a favorable time to consider safety first
- Includes labor, materials and equipment to remove tower (excluding foundation)
- Clean and police surrounding work area for debris from demolition
- Remove extra nacelle and parts from site
- Haul all recycle material to our facility
- All nonmetal materials will be loaded and taken to Butler County landfill
- Anchor bolt will be cut flush (If requested) with foundation to remain
- Rough grade site after final cleanup

For the sum of: \$24,711.00

Exclusions and exceptions:

No hazardous material handling or removal

Butler County landfill will accept non recycle material at no charge

No sales tax included if applicable

Demolition schedules driven by weather and moisture at work site

Care will be taken to protect foundation but damage may occur

All materials will be recycled by contractor

This quote shall be incorporated into and part of any other agreement entered into by the parties.

Please feel free to contact me at 316.461.7808 for any questions you may have.

Sincerely,

Bob Nash

Asset Recovery Manager

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Activity Center Roof Replacement
DATE: May 20, 2019

Background:

In 1994, the City of El Dorado and USD 490 entered into an agreement to jointly own and operate the Activity Center located adjacent to El Dorado High School. Per the Agreement, USD 490 is responsible for regular maintenance items and the cost of larger maintenance expenses are shared between the two entities.

The roof at the Activity Center is in need of replacement. DSC/Stamfield Roofing submitted the best, responsive bid. The USD 490 Board of Education approved the bid with a vote of 5 – 0.

Alternatives:

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

- Accept one of the bids listed above and direct the City Manager to coordinate with USD 490 and to move forward with the project.
- Request that staff return to USD 490 and discuss questions provided by the City Commission.

Fiscal Impact:

The total project is estimated to be \$225,143, with the City's portion of the project at \$112,571.50. The City plans to pay its portion of the project from the General Fund's contingency reserve. The General Fund budget may require republishing towards the end of the year if overall expenses for the fund are expected to exceed the published budgetary authority.

Trade-offs:

There could be significant damage to the interior of the Activity Center if roof is not properly replaced, which will lead to increased repair costs in the future. More concerning, however, the City would not be acting in good faith as a partner with USD 490 regarding Activity Center maintenance.

Staff Recommendation:

The City Manager recommends approving the bid from DSC/Stamfield Roofing to replace the Activity Center roof.

Commission Actions:

Commissioner _____ moved to approve the bid from DSC/Stamfield in the amount of \$225,143, the City's portion of which will be \$112,571.50, and direct the City Manager to complete the steps necessary to begin the project.

Commissioner _____ seconded the motion.



April 8, 2019

El Dorado USD 490
124 W. Central
El Dorado, KS 67042

Attn: Kellen Adams

RE: Activity Center Roof Project

Greenbush # 18.3 ESC-PROJMGMT2018

Modified Roof Section #1 Scope of work:

- Mechanically attach ½” Secure Shield cover board per Carlisle’s specifications
- Using Carlisle’s bond adhesive fully adhere Carlisle Sure-Weld 60 Mil reinforced White TPO Roof Membrane per Carlisle’s specifications
- Weld all field seams using a digital robotic seam welder, per Carlisle’s specifications
- Flash parapet walls using Carlisle Sure-Weld 60 Mil reinforced White TPO by going up and over top of wall, per Carlisle’s specifications.
- Install pre-molded TPO pipe flashings and clamp collar with a stainless-steel band on all pipe penetrations.
- Install pre-molded TPO corners on inside/outside corner transitions.
- Fabricate and install new pre-finished steel 24 gauge coping cap, metal edge, counter flashings, receiver, gutters and downspouts.
- Clean up and haul away all roofing debris daily.
- Furnish all permits needed to complete the Carlisle Syn-Tec roof application
- 15- year manufacturers material and labor warranty, 55 MPH wind warranty.

Buckley Base Bid Lump Sum: \$ 55,520 - Carlisle
 \$ No Bid - Firestone

Wray Roofing Base Bid Lump Sum: \$ 85,851 - Carlisle
 \$ No Bid – Firestone

Stanfield Base Bid Lump Sum: \$ No Bid - Carlisle
 \$ 56,028 - Firestone



Alternate #1: Replace 60 Mil TPO with 115 Mil Fleece back membrane and fully adhered down to the coverboard using Carlisle's Flex Fast Foam adhesive which comes with a 15-year manufacturer's material and labor warranty, 80 MPH wind warranty after a Carlisle Syn Tec technical inspection. This warranty also comes with the up to 3" hail warranty and accidental puncture coverage for 20 hours per year for 20 years.

Buckley Alt. #1 Lump Sum: \$ 2,340 - Carlisle
\$ No Bid - Firestone

Wray Roofing Alt. #1 Lump Sum: \$ 4,446 - Carlisle
\$ No Bid - Firestone

Stanfield Alt. #1 Lump Sum: \$ No Bid - Carlisle
\$ 7,500 - Firestone

Alternate #2: Replace all gutters and downspouts on modified roof section.

Buckley Alt. #2 Lump Sum: \$ 5,142

Wray Roofing Alt. #2 Lump Sum: \$ 9,462

Stanfield Alt. #2 Lump Sum: \$ 5,040

Standing Seam Roof Section #2 Scope of work is as follows:

- Infill the existing trapezoidal panels using 3" ISO Insulation. (Adds additional 17.4 R value)
- Mechanically attach 1 layer of 1/2" Secure Shield cover board using an FM approved fastening pattern.
- Using Carlisle's Rhino bond method of fastening, mechanically attach Carlisle Sure-Weld 60 Mil reinforced white TPO roof membrane.
- Weld all field seams using a digital robotic seam welder, per Carlisle's specifications.
- Install pre-molded TPO corners on inside/outside corner transitions.
- Clean up and haul away all roofing debris daily.
- Furnish all permits needed to complete the Carlisle Syn Tec roof application.
- 15- year manufacturers material and labor warranty, 55 MPH wind warranty.

Buckley Base Bid Lump Sum: \$ 141,587 - Carlisle (Deduct \$25,000 to install 3" EPS insulation in lieu of 3" iso)
\$ No Bid - Firestone

Wray Roofing Base Bid Lump Sum: \$ 128,127- Carlisle
\$ No Bid – Firestone

Stanfield Base Bid Lump Sum: \$ No Bid - Carlisle
\$ 121,843 – Firestone (Deduct \$11,085 to install 3” EPS insulation in lieu of 3” iso)



Alternate #1: Replace 60 Mil TPO with 115 Mil Fleece back membrane and fully adhered down the 3" ISOflute fill to the metal panels, adhered down the coverboard and 115 Mil Fleece back membrane using Carlisle's Flex Fast Foam adhesive which comes with a 20-year manufacturer's material and labor warranty, 80 MPH wind warranty after a Carlisle Syn-Tec technical inspection. This warranty also comes with the up to 3" hail warranty and accidental puncture coverage for 20 hours per year for 20 years.

Buckley Alt. #1 Lump Sum: \$ 46,000 - Carlisle
\$ No Bid - Firestone

Wray Roofing Alt. #1 Lump Sum: \$ 49,065 - Carlisle
\$ No Bid - Firestone

Stanfield Alt. #1 Lump Sum: \$ No Bid - Carlisle
\$ 26,812 - Firestone

Alternate #2: Replace all gutters and downspouts on standing seam roof section.

Buckley Alt. #2 Lump Sum: \$ 9,900

Wray Roofing Alt. #2 Lump Sum: \$ 18,078

Stanfield Alt. #2 Lump Sum: \$ 7,920

Standing Seam Roof Section #2 Repairs Scope of work:

- Remove existing ridge cap
- Check insulation and report condition
- Reseal Z- clips, fabricate and reinstall new ridge cap

Buckley Repair Bid Lump Sum: \$ 8,640
Hourly Rate for Additional Repairs: \$ 80/ hr.

Wray Roofing Repair Bid Lump Sum: \$ 8,880
Hourly Rate for Additional Repairs: \$ 94/hr.

Stanfield Repair Bid Lump Sum: \$ 28,750
Hourly Rate for Additional Repairs: \$ 55/ hr.

Exclusions: State and local sales tax, bond, electrical, mechanical/plumbing, architectural fees, work beyond this scope.

Sincerely;

Curtis Winter / Business Development



DCS SERVICES TERMS and CONDITIONS

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by DCS Services (DCS), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is DCS's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, DCS shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by DCS on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by DCS. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

Exclusions From Work. DCS's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures. DCS shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay DCS invoices within net thirty (30) days of invoice date. DCS may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by DCS, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, DCS may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to DCS for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by DCS in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of DCS, all dates provided by DCS or its representatives for commencement, progress or completion are estimates only. While DCS shall use commercially reasonable efforts to meet such estimated dates, DCS shall not be responsible for any damages for its failure to do so.

Access. DCS and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by DCS and acceptable to the Premises' owners or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. DCS's access to correct any emergency condition shall not be restricted.



Permits and Governmental Fees. DCS shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspection necessary for proper performance and completion of the Work, which are legally required when bids from DCS's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. DCS shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if DCS encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, DCS shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in DCS's cost of, or time required for, performance of any part of the Work, DCS shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. DCS's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by DCS, there are no Hazardous Materials on the Premises that will in any way affect DCS's Work and Customer has disclosed to DCS the existence and location of any Hazardous Materials in all areas within which DCS will be performing the Work. Should DCS become aware of or suspect the presence of Hazardous Materials, DCS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by DCS. DCS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall DCS be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control of Parties. If DCS shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at DCS's election (i) remain in effect but DCS's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay DCS for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give DCS the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to DCS for all Work furnished to date and all damages sustained by DCS (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice thereof; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.



Indemnification. DCS and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. DCS warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), DCS equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in DCS's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For DCS equipment not installed by DCS, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, DCS will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to DCS until said equipment and Work have been paid for in full and then said liability shall be limited to DCS's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by DCS are not warranted by DCS and have such warranties as may be extended by the respective manufacturer. DCS's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modification or repairs not performed by DCS, improper operation, or normal wear and tear under normal usage. DCS shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Applicable Law. This agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of DCS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent DCS is a signatory thereon.

Equal Employment Opportunity/Affirmative Action Clause. The DCS is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29



U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price option, or the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

DCS Services

2018 Commission Priorities

Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Prairie Trails Lease Agreement Extension
DATE: May 20, 2019

Background:

GreatLife submitted a proposal in late 2018 for the purchase of Prairie Trails Golf Course. When the City Commission approved the sale of the course, they also approved a short term lease so that GreatLife could begin operations while the plat on the property was completed for the sale. It was anticipated that the sale would be complete by March or April. The purchase has not yet been completed due to some restructuring at GreatLife.

GreatLife has been unable to get a liquor license approved because of the short term lease that was in place and so they reached out to our attorney and requested an extension on the lease with a definitive end date of June 30, 2019 so that they could obtain a liquor license. They anticipate that their restructuring will be complete and that the sale of the course will be complete by that date.

Policy Issue:

The City Commission must approve the lease for the golf course.

Alternatives:

The City Commission has several options:

1. Accept the lease extension.
2. Deny the lease extension.
3. Accept the lease extension with changes.

Fiscal Impact:

The City will continue to carry the insurance on the property until the final sale is complete at a cost of approximately \$5,000 per quarter. The property will also not be placed on the tax rolls until the sale is complete. All other items have been taken over by GreatLife.

Trade-offs:

NA

Staff Recommendation:

Approve the motion.

Commission Actions:

Commissioner _____ moved to direct the City Manager to sign the lease agreement with GreatLife for Prairie Trails.

Commissioner _____ seconded the motion.

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, by and between the City of El Dorado, a Kansas, municipal corporation of the State of Kansas “the City,” and Great Life Kansas City, LLC a limited liability company of the State of Kansas, herein after referred to as “Great Life” (collectively, the “Parties”, and each, individually, a “Party”).

RECITALS

WHEREAS, the City owns real property located at 1100 Country Club Lane, El Dorado, KS 67042 , commonly known as the “Prairie Trails Golf Course”, a 18-hole golf course (hereinafter, the “Course”), to be more particularly described pursuant to a platting process in accordance with the Agreement for Great Life to purchase the Course from the City; and

WHEREAS, Great Life operates a network of golf courses in communities throughout northeast Kansas and Missouri and desires lease the Course from the City and operate it as a golf course as a location for Great Life Golf; and

WHEREAS, the City desires to lease the Course to Great Life for golf course purposes.

AGREEMENT

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

A. Lease Agreement:

1. **Leased space.** The City hereby leases to Great Life the Course for purpose of Great Life operating and maintaining the Course as a location for Great Life Golf. Great Life shall be entitled to use the clubhouse, maintenance facilities, and irrigation equipment (hereinafter, the “Facilities”) erected and installed at the property at the time of this Agreement. Great Life may install and or erect additional or replacement Facilities at its own expense during the term of this Agreement with the written consent of the City, which consent shall not be unreasonably withheld.
2. **Rent.** The monthly rent shall be one dollar (\$1.00) together with the other payments required hereunder on or before the first day of each month while this Agreement is in effect. In addition, Great Life shall be responsible for all routine maintenance and utilities on the Premises during the term of this lease.
3. **Permitted Use.** The leased space shall be used only for traditional golf course-related purposes, and for office and storage space to be used in connection with the activities of Great Life at the Course.
4. **Maintenance and Utilities.** Day-to-day routine maintenance of the Course shall be provided by Great Life. Great Life shall provide at its own cost all other utilities to the

Course, including but not limited to, electricity, heating and cooling, water and sewage, and solid waste disposal. Great Life shall pay for all of its telephone, computer, and internet services in the leased space, and shall be responsible for installation of any additional telecommunications hardware at the Course necessary for operation of the Course (such installations may take place without additional consent of the City).

5. **Security.** Great Life shall equip the Course and the clubhouse with secure locks, and may install an alarm system in the clubhouse at its own professional discretion. Great Life shall provide the City appropriate access to the Course and will coordinate such access with City staff. Great Life shall keep and provide to the City records of all individuals to whom Great Life has issued keys and or granted access to the Course, and shall immediately notify the City in the event any keys are lost, stolen, or remain in the possession of individuals whose authority to possess a key has been rescinded.
6. **Normal Repair.** Great Life shall not install, without written consent from the City, any devices in the leased space that create an unusually heavy load on floors or require unusual demand for electrical power, heating, air conditioning, water, and or sewer services.
7. **Damage.** Great Life shall not cause or knowingly permit anything to be done whereby the clubhouse, Course, or any related facilities thereon will be in any manner injured, marred or defaced without the prior consent of the City, subject to Force Majeure.
8. **Destruction.** In the event that the Course, clubhouse, or any portion thereof, are rendered unusable by fire, flood, or other cause, subject to Force Majeure, Great Life, at its sole discretion, may either choose to repair the destroyed areas at its sole expense or may terminate this Agreement upon written notice to the City. The obligations of Great Life hereunder shall be suspended during such time as the Course or any portion thereof remains unusable, which determination shall be made upon the mutual agreement of the Parties as soon as is reasonably practicable. In the event Great Life elects not to affect such repair, or in any event if the Course remains unusable for any reason for an extended period of time (which period shall be determined by the City at the City's sole discretion), the City may repair the leased space at its sole expense or may terminate this Agreement upon written notice to Great Life.
9. **Employees.** Great Life shall attempt in good faith to employ all of City's current employees at their current salaries. Nothing in these provisions shall require Great Life to continue employment of persons who do not abide by its rules and procedures.
10. **Operating Expenses.** City shall be responsible for payment of all expenses incurred prior to the commencement of this lease. Great Life shall be responsible for payment of all expenses incurred during the term of this lease. To the extent that Tenant assumes possession of City's existing inventory of goods, food and fertilizer, Great Life shall reimburse City 75% of its cost for the same within 30 days following sale of the same.

B. **General Provisions**

1. **Standard of Care.** Notwithstanding any other provisions in this Agreement, Great Life shall provide the same standard of reasonable care for the Course as it provides at the other facilities which it operates. The City shall not be liable to Great Life for any loss of, or damage to, any property belonging to Great Life occasioned by theft, vandalism, or similar causes or events at the Course. All services to be provided by Great Life pursuant to this Agreement shall be provided by personnel experienced and properly trained in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
2. **Compliance with Applicable Laws.** Great Life shall at all times operate in accordance with any applicable zoning and health standards set by State or local law, and shall comply with all federal, state and local laws governing equal employment opportunity, wage and hour requirements, worker's compensation, occupational health and safety, and all other legal requirements governing employee relations, working conditions, and authority to conduct business in the state of Kansas.
3. **Quiet Enjoyment and Assurance of Title.** The City warrants and represents that it has good and sufficient title to the Course, and has full power and authority to execute this Agreement and to place Great Life in possession of the Course in full satisfaction of and compliance with the terms and conditions herein. The City may not impose upon Great Life any requirements of other legal instruments related to the Course not referred to herein or made a part hereof, unless otherwise required by law.
4. **Assignability:** This Agreement shall not be assignable without the prior written consent of both Parties.
5. **Term.** This Agreement shall be for a term beginning as of March 22, 2019 and continuing until Closing of the purchase of the Course by Great Life from City pursuant to a separate Agreement between the Parties, no later than June 30, 2019. If the Agreement for Great Life to purchase the Course from City is terminated for any reason, this lease shall automatically terminate. City
7. **Surrender of Leased space.** Great Life agrees that upon termination of this Agreement, it will quietly and peaceably surrender possession of the Course and all remaining equipment and fixtures thereon to the City, in good condition, reasonable wear and tear excepted, and furthermore, shall, at its sole option and expense, remove from the Course any and all improvements, equipment, or other personal property in its possession.
8. **Default.** Great Life covenants and agrees that the City, its agents, officers or employees, may re-enter and take possession of the leased space in the event that Great Life shall default in any of the terms or conditions of this Agreement, provided that the City shall first have provided Great Life with thirty (30) days written notice of such default, and such default shall have continued beyond expiration of such thirty (30) day default period.

9. **Dispute/Grievance Procedures.** In the event that a material dispute arises between the Parties in connection with this Agreement, the Parties hereby agree to hire a mediator to assist in resolution of the dispute, with all costs shared equally by the Parties. Mediation shall be attempted in good faith, before either party files an action in court.

10. **Insurance.**

a. Great Life agrees to maintain the following insurance so long as this Agreement remains in effect:

- i. Comprehensive commercial general liability insurance, including a Premises damage provision, insuring against liability for injury to persons or Premises occurring on or about the Premises or arising out of the ownership, maintenance, use, or occupancy of the Premises during the term of the aforementioned Commercial Lease. Such insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) and One Million Dollars (\$1,000,000.00) annual aggregate for bodily injury and Premises damage, including products and completed operations. The City shall be listed as additional insured.
- ii. Fire and extended coverage insurance on the Premises on a full replacement cost basis in at least an amount sufficient to prevent the operation of any co-insurance clause in the policy during the term of this Lease. The policy shall have a deductible of no greater than \$5,000 per loss. Tenant shall be responsible for the deductible and any such insurance covering Tenant's personal property or fixtures on the Premises. The City shall be listed as a loss payee.
- iii. Workers compensation statutory limits as required by the state of Kansas and employer's liability limits of \$100,000/\$500,000/\$100,000. When workers compensation insurance policy is applicable, "other states" coverage is required.

b. Great Life shall furnish to the City certificates of insurance accompanied by ISO Form Additional Insured endorsements and Loss Payee endorsements or equivalent evidencing the coverage required by the City. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf. Insurance is to be placed with a Kansas admitted insurer with a Best rating of no less than A:IX; or an insurer(s) approved by the City.

c. Each insurance policy required by this Agreement shall not be voided or canceled except after thirty (30) days' written notice has been given to the City. Upon receiving such cancellation notice, Great Life is in default of this Agreement and said Agreement shall be terminated without any further notice.

11. **Indemnification.** The parties do hereby release, indemnify and promise to defend and save harmless the other, its elected officials, officers, employees, and agents, from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney fees incurred by the other, its elected officials, officers, employees and agents in the defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, each

party does specifically agree to indemnify and hold harmless the other from any and all bodily injury claims brought by employees, agents, or volunteers of the other, and guarantees and holds harmless the other, its officers, agents and employees from any liability arising from the use of the leased space and caused in whole or in part by the negligent acts or omissions of the other party, its officers, agents, volunteers or employees. Provided, however, this paragraph does not purport to indemnify a party against the liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the other party, its elected officials, officers, employees or agents.

12. **Force Majeure.** In the event either Party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the any government authorities, failure of the City to timely approve any request of Great Life, war, terrorism or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a Party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.
13. **Severability.** The Parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
14. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Kansas.
16. **Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
17. **Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder shall be sufficient if sent in writing, postage pre-paid, registered or certified mail to the addresses set forth below:

IF TO THE CITY:
City
City of El Dorado, Kansas
Attn: City Manager
220 E. First Avenue
El Dorado, KS 67042

IF TO GREAT LIFE:
Owner
Great Life Kansas City, LLC
913 SE 29th Street
Topeka, KS 66605

18. **Purchase.** The parties will use their good faith best efforts to facilitate the sale of the Course to Great Life. By the mutual agreement of the Parties, this lease shall immediately terminate upon the purchase of the same. Great Life shall have the use of all equipment on the Premises during the term of this Lease.

18. **Entire Agreement.** This Amended Lease Agreement represents the entire agreement of the Parties and supersedes and verbal or written representations of, to, or by the Parties to each other.

CITY OF EL DORADO, KANSAS

By: _____
David Dillner, City Manager

the State of Kansas Great Life Kansas City, LLC a limited liability company of

By: _____
Rick Farrant, President