EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
February 3, 2020 – 6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation –** Pastor Tom Carruthers, First Christian Church
4. **Pledge of Allegiance**

5. Proclamations and Recognition - 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. Dane Scherling with Kirby Morris, Carlson Funeral Home

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 January 21, 2020.
9. Property Acquisition of 737 North Gordy Street

10. Department Presentations
Police
Fire

Old Business
11. None

New Business
12. Creation of a Community Improvement District – Super 8 Inn
13. CDBG Required Policy Adoption
14. Mears Fertilizer IRB Approval
15. Bid Approval – Public Works Roof

Reports
16. City Commission and Advisory Board Updates
17. City Manager
Executive Session

15. Commissioner _____ moved to recess into executive session pursuant to the attorney client privilege exception under K.S.A. 75-4319(b)(2) for the purposes of discussing legal issues and to reconvene the meeting at ____ p.m. in the City Commission Room.

Commissioner _____ seconded the motion.

Adjournment

16. Consideration of a motion to adjourn the February 3, 2020 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 **January 21, 2020**

The El Dorado City Commission met in a regular session on January 21, 2020 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: Commissioner Matt Guthrie

VISITORS

Lee White	938 W 3rd	El Dorado, KS
Deanna Bonn	Everyday El Dorado	El Dorado, KS
Sierra Bonn	300 S Main No. 35	El Dorado, KS
Linda Jolly	El Dorado Inc.	El Dorado, KS
Kevin Wishart	220 E 1st Ave	El Dorado, KS
Mitch Walter	Gilmore and Bell PC	Wichita, KS
Tim Baker	128 N Vine	El Dorado, KS
Ben Costain	Great Life Golf and Fitness	Wichita, KS

CALL TO ORDER

Mayor Bill Young called the January 21, 2020 meeting to order.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Blackmore Elementary Student Leadership Team led the Pledge of Allegiance.

PERSONAL APPEARANCE

Ben Costain, Great Life Golf and Fitness, stated that due to an internal change at Great Life, they were unable to follow through with closing on several properties. He stated that the funding is secure and they are optimistic that the property will close within thirty days.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comment.

Fred Silver, Cherokee St., stated that there is a water leak in the park at North Main that hasn't been repaired.

City Engineer Scott Rickard stated that staff would look into it.

CONSENT AGENDA

Approval of City Commission Minutes from January 6, 2020.

Approval of Appropriation Ordinance No. 12-19 in the amount of $1,320,848.87.

Approval of a Memorandum of Understanding between the City of El Dorado and Butler County, the Kansas Department of Wildlife, Parks and Tourism, Winfield Correctional Facility and El Dorado Correctional Facility.

Approval of the bad debt write offs for 2019.

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

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

DEPARTMENT PRESENTATIONS

Public Utilities Director Kurt Bookout presented the activities of the Utilities department during 2019.

City Engineer Scott Rickard gave a presentation on the activities of the Community Development department in 2019.

Commissioner Kendra Wilkinson asked how many homes were on the map of structures that had been torn down in the last five years. She stated that City Manager Dillner had sent it out.

City Engineer Rickard stated that he would get back to her.

Mayor Bill Young asked how individuals can find out about the flood plain in their area or in an area they want to build in.

City Engineer Rickard stated that many times citizens will become aware of it because their mortgage company is researching or they are attempting to get a loan. He stated that they can look at the maps to see if their home is located in that area. He stated that they should also get an assurance certificate stating where their home is or how much of the flood plain affects their home. He stated that they can change their insurance rate.

Mayor Young asked how often the flood plain map is re-evaluated.

City Engineer Rickard stated that in 2025, new maps will be released. He stated that the maps have been released to staff to assist in city planning.

ADVISORY BOARD APPOINTMENTS

Advisory Board	Number of Seats	Term	Appointments
CTC	4	December 2021	Ross Viner Kelly North
EFABC	3	December 2021	Mayor Bill Young & Commissioner Kendra Wilkinson, Commissioner Gregg Lewis as alternate
El Dorado Inc.	3	Follows Commission Term	Mayor Bill Young Jordan Buxton – Appt by Comm. Badwey Comm. Lewis Comm. Wilkinson – Kim Smith
El Dorado Main Street	1	Follows Mayor's Term	Mayor Bill Young
Library	2 1 City Commissioner	December 2023	Commissioner Nick Badwey
Parks and Recreation	3	December 2021	Brett Remsberg
Sales Tax	6 1 other filled by Planning Commission	2020	Bill – (has 2 appts.) Matt – Gregg – Dan Davis Nick – Kendra –

Commissioner Nick Badwey moved to approve the advisory board appointments as listed.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

VICE MAYOR APPOINTMENT

Commissioner Kendra Wilkinson moved to select Commissioner Matt Guthrie as Vice-Mayor for the year 2020.

Commissioner Nick Badwey seconded the motion.

Motion carried 3 – 0.

FLINT CREEK ESTATES FINAL PLAT

City Engineer Scott Rickard stated that the Planning Commission has approved the plat for Flint Creek Estates. He stated that this is the development between 6th and Norris Drive. He stated that the Planning Commission has approved the final plat, staff are requesting that the City Commission approve the right of ways and easements contingent on transfer of the property from the City of El Dorado to the developer.

Commissioner Nick Badwey moved to accept easements and right-of-way dedications in the Flint Creek Estates Final Plat, contingent on transfer of ownership of the property.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

FLINT CREEK ESTATES FINAL DEVELOPMENT PLAN

City Engineer Scott Rickard stated that this development is unique because it is a planned development. The plan plots the structures and layout of each lot.

City Engineer Rickard stated that there will be 32 single family homes constructed.

Commissioner Kendra Wilkinson confirmed that the homes will be three bedroom, two bath, and double car garage.

Dan Siler, with the development company, stated that she was correct, the square footage averaged 1,794 per home.

Commissioner Wilkinson confirmed that they would begin as rentals.

Mr. Siler stated that they would be for at least the first 15 years. He thanked City staff for their assistance in working around the various challenges in the area.

Commissioner Wilkinson confirmed that there was an area for a park here.

City Engineer Rickard stated that there was and it was in the CIP to develop a park.

Commissioner Nick Badwey moved to approve the Flint Creek Estates Final Development Plan, contingent on transfer of ownership of the property.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

PROJECT NO. 560 – EXTENSION OF SANITARY SEWER TO 605 & 705 S HAVERHILL

City Engineer Scott Rickard stated that staff are asking that the Commission initiate a sanitary sewer project to serve this area with sewer service. He stated that the casing pipe is already there and so he anticipates a relatively easy project. He stated that the estimated cost is $35,573.45. He stated that the three properties being served will pay the cost and the City will do the work.

Commissioner Kendra Wilkinson asked if all of the properties surrounding it were served with sanitary sewer.

City Engineer Rickard stated that they were.

Commissioner Kendra Wilkinson moved that Resolution No. 2898, a resolution determining the advisability of the making of certain internal improvements in the City of El Dorado, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (Project No. 560-Sanitary Sewer Improvements-S Haverhill Extension), contingent on transfer of ownership of the property.

Commissioner Nick Badwey seconded the motion.

Motion carried 3 – 0.

PROJECT NO. 564 – WATERLINES – FLINT CREEK ESTATES

City Engineer Scott Rickard stated that the developer of Flint Creek Estates is going to pay the cost of streets and sanitary sewer up front. However, the City pays the water system charges. He stated that staff anticipate that the cost will be paid from the utility fund, but if something were to happen, they would like to have it approved so that it could go to bond.

Commissioner Nick Badwey moved that Resolution No. 2899, a resolution of the City of El Dorado, Kansas, authorizing improvements to the City public water supply system; and providing for the payment of the costs thereof, contingent on transfer of ownership of the property.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

GDW ADDITION FINAL PLAT

City Engineer Scott Rickard stated that the owner plans to build four town homes on the lot, and the plat will change the property into one large lot.

Commissioner Kendra Wilkinson asked if there would be access from both sides.

City Engineer Rickard stated that the association of property owners would maintain a twenty foot private access drive to the east.

Commissioner Kendra Wilkinson moved accept the GDW Addition Final Plat.

Commissioner Nick Badwey seconded the motion.

Motion carried 3 – 0.

REPORTS

CITY COMMISSION

Mayor Bill Young stated that he had received some e-mails and accidentally placed them in another folder. He stated that he would be replying soon.

CITY MANAGER

City Manager David Dillner stated that the sales tax receipts for 2019 were $2.678 million which is a new record for the City of El Dorado.

City Manager Dillner stated that the State of the City would be on January 28th at 5:30 p.m.

City Manager Dillner stated that the annual Mayoral dinner would be February 18th.

City Manager Dillner stated that the Chamber's annual meeting is February 27th.

City Manager Dillner stated that the City has several positions open if anyone is looking for work.

City Manager Dillner stated that the City has received their 40th consecutive certificate for excellence in financial reporting.

City Manager Dillner stated that the next community dialogue with the City Manager is at McDonalds on February 11th at 8 a.m.

EXECUTIVE SESSION

Commissioner Nick Badwey moved to recess into executive session pursuant to the attorney client privilege exception under K.S.A. 75-4319(b)(2) for the purposes of discussing legal matters and to reconvene the meeting at 7:55 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

Mayor Bill Young called the meeting back to order at 7:55 p.m.

Commissioner Nick Badwey moved to recess into executive session pursuant to the attorney client privilege exception under K.S.A. 75-4319(b)(2) for the purposes of discussing legal matters and to reconvene the meeting at 8:15 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

Mayor Bill Young called the meeting back to order at 8:15 p.m.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 8:15 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 3 – 0.

_____ _____

City Clerk Tabitha D. Sharp Mayor Bill Young

2019 Commission Priorities
Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Scott Rickard
SUBJ: Property Acquisition of 737 North Gordy Street
DATE: 01/31/2020

Background:
The Building Official has received complaints from the neighborhood. The property is in a condemnable state, which needs to be demolished.

Attachments:
Timeline of 737 North Gordy Street

Policy Issue:

Alternatives:

Fiscal Impact:
The owner has signed the property over to the City at no cost, other than the current $865.93 due in delinquent taxes. Demolition on this property will be a simple teardown. Public Works may have the time to complete this as their schedule allows or I would estimate $3,000 should we hire a contractor. The lot could and should be sold for redevelopment to recover our expenses.

Trade-offs:

Staff Recommendation:
Purchase the property.

Commission Actions:

Return to Agenda

Timeline of 737 N Gordy St.

Owner Grace Alvarez

3/5/2019 Registered letter sent to the Owner. Unfit/Unsafe Structure. The roof is caving in on the garage and outbuildings. The garage and out building are severely dilapidated. The House roof, siding, and eaves are dilapidated and does not have adequate weather protection. There are several broken windows on the structure. The front porch has several structural issues. Structure is not secure to keep vagrants out. Trash and debris throughout the backyard. Trees overgrowing on the property.

5/21/2019 Registered letter sent to the Owner. Tall grass and weeds throughout the property.

8/21/2019 Mow Order issued for tall grass.

3/12/2019 Registered letter sent to Select Portfolio Servicing Inc. (SPS) Unfit/Unsafe Structure. The roof is caving in on the garage and outbuildings. The garage and out building are severely dilapidated. The House roof, siding, and eaves are dilapidated and does not have adequate weather protection. There are several broken windows on the structure. The front porch has several structural issues. Structure is not secure to keep vagrants out. Trash and debris throughout the backyard. Trees overgrowing on the property.

5/15/19 Registered letter sent to Select Portfolio Servicing Inc. (SPS) Tall grass and weeds throughout the property.

8/21/2019 Faxed Select Portfolio Servicing Inc. (SPS) Dangerous Structure letter requesting them to take care of the property or releasing the lean so the City can purchase the property.

10/18/2019 Registered letter sent to Beneficial Mortgage Co of Kansas Inc. The roof is caving in on the garage and outbuildings. The garage and out building are severely dilapidated. The House roof, siding, and eaves are dilapidated and does not have adequate weather protection. There are several broken windows on the structure. The front porch has several structural issues. Structure is not secure to keep vagrants out. Trash and debris throughout the backyard. Trees overgrowing on the property.

10/18/2019 Registered letter sent to DLJ Mortgage Capital Corporation. The roof is caving in on the garage and outbuildings. The garage and out building are severely dilapidated. The House roof, siding, and eaves are dilapidated and does not have adequate weather protection. There are several broken windows on the structure. The front porch has several structural issues. Structure is not secure to keep vagrants out. Trash and debris throughout the backyard. Trees overgrowing on the property.

11/7/2019 Mortgage companies release all Mortgage.

1/30/2020 Grace Alvarez signed General Warranty Deed.

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: Department Presentations – Police, Fire Departments
DATE: January 21, 2020

Background:
Each department provides a brief presentation for the City Commission and the citizens. They have been asked to provide 1) a summary of the past year's accomplishments; 2) a brief summary of projects and initiatives planned for the upcoming year; and 3) a brief summary of major trends/challenges affecting the department's operations.

The Public Works and Parks & Recreation departments are scheduled for the February 17th meeting.

Policy Issue:
None

Fiscal Impact:
None

Trade-offs:
None

Staff Recommendation:
None

Commission Actions:
None

Return to Agenda

2019 Commission Priorities
Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Creation of a Community Improvement District – Super 8
DATE: January 31, 2020

Background:
A community improvement district (CID) Sales Tax in the amount of 2% is proposed at 2530 W Central Avenue in El Dorado, Kansas for the purpose of financing the costs of refurbishing the Super 8 Motel. It is proposed that the Sales Tax will expire 22 years from the date its collection begins, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible costs, $176,000.

Attachments:
Ordinance
Development Agreement

Policy Issue:
The City Commission must hold a public hearing for the purpose of considering the creation of a Community Improvement District at the Super 8 Inn.

Alternatives:
The City Commission may choose to approve the CID Ordinance, ask staff for more information or deny the Ordinance.

Fiscal Impact:
The estimated costs to acquire, improve, remove, renovate, reconstruct, maintain and or extend the proposed Project is $1,850,000. The City will retain an on-going administrative service fee from the proceeds of the Sales Tax, in an amount equal to 5% of the total eligible costs of the Project, as the administrator of the District.

Trade-offs:
Should the Commission choose to not approve this CID, the owner could choose not to make improvements to the structure.

Staff Recommendation:
Hold the public hearing and then approve the ordinance and development agreement.

Commission Actions:
Mayor Bill Young will open a public hearing.

Commissioner _____, moved to approve Ordinance No. _____, an ordinance authorizing the creation of a Community Improvement District (Super 8 Inn) in the City of El Dorado, Kansas, and actions related thereto.

Commissioner _____ seconded the motion.

Roll Call Vote

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

Return to Agenda

Gilmore & Bell, P.C.
01/03/2020

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON FEBRUARY 3, 2020**

The governing body met in regular session at the usual meeting place in the City, at 6:30 p.m., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

The Mayor opened a public hearing for the purpose of receiving written or oral comments regarding the creation of a Community Improvement District and the imposition of a CID Sales Tax to be levied within the District. Thereafter, the Mayor adjourned the public hearing.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (SUPER 8 INN) IN THE CITY OF EL DORADO, KANSAS, AND ACTIONS RELATED THERETO.

Commissioner _____ moved that the Ordinance be passed. The motion was seconded by Commissioner _____. The Ordinance was duly read and considered, and upon being put, the motion for passage was carried by the following vote of the governing body:

Yea:

Nay:

The Mayor declared the Ordinance duly passed and it was then numbered Ordinance No. [___] was signed by the Mayor and attested by the Clerk, was directed to be published one time in the official newspaper of the City and recorded with the Register of Deeds of Butler County, Kansas.

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
01/03/2020

(Published in ***Butler County Times-Gazette*** on February 8, 2020)

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (SUPER 8 INN) IN THE CITY OF EL DORADO, KANSAS, AND ACTIONS RELATED THERETO.

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

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

WHEREAS, a petition (the "Petition") was filed with the City requesting that: (a) the community improvement district described therein (the "District") be created; (b) the City levy a community improvement district sales tax within the District in the amount of 2.0% (the "CID Sales Tax"); and (c) the costs of the proposed community improvement district project be reimbursed on a "pay-as-you-go" basis from the imposition of the CID Sales Tax; and

WHEREAS, the Petition was signed by the owners of record, whether resident or not, of: (a) more than fifty-five (55%) of the land area within the District and (b) more than fifty-five (55%) by assessed value of the land area within the District; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official city newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the City Commission of the City (the "Governing Body") adopted Resolution No. 2897 on January 6, 2020 (the "Resolution") directing that a public hearing on the proposed District be held on February 3, 2020, declaring an intent to levy the CID Sales Tax, and directing the Clerk to provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the Resolution contained the following information: (a) the time and place of the hearing; (b) the general nature of the proposed community improvement district project; (c) the estimated costs of the proposed community improvement district project; (d) the proposed method of financing the costs of the community improvement district project; (e) the proposed amount of the community improvement district sales tax; and (f) the map or boundary description of the proposed District, and the Resolution was mailed (by certified mail) to all property owners within the proposed District on January 11, 2020, and published once each week for two (2) consecutive weeks in ***Butler County Times-Gazette*** on January 11, 2020 and January 18, 2020; and

WHEREAS, notice of such public hearing was duly given in accordance with the provisions of the Act; and

WHEREAS, on February 3, 2020, the Governing Body conducted a public hearing on the proposed District, the proposed community improvement district project, maximum costs thereof and the imposition of the CID Sales Tax; and

WHEREAS, the signers of the Petition have presented to the Governing Body a proposed Development Agreement dated February 3, 2020 (the "Development Agreement") among themselves and the City that establishes the duties and responsibilities of the parties thereto with respect to the District and the Project; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District, establish the boundaries thereof, authorize a community improvement district project relating thereto, approve the estimated costs of such community improvement district project, and approve the CID Sales Tax, all in accordance with the provisions of the Act, and to enter into the Development Agreement.

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

Section 1. Creation of District; Boundaries. Based on the Petition and the information provided at the public hearing, the Governing Body hereby creates the District within the City, which shall be designated as the "Community Improvement District – Super 8 Inn." The District shall contain within its boundaries the real property legally described in ***Exhibit A*** attached hereto and the boundaries of which are contained in a map of the District attached as ***Exhibit B*** attached hereto.

Section 2. **Authorization of District Projects; Estimated Costs**. The proposed project to be undertaken within the District (the "Project") consists of the acquisition, construction and renovation of the Super 8 Inn to serve the area described as the District. The total estimated acquisition, design, construction and inspection costs of the proposed Project are $1,850,000.

Section 3. Method of Financing. The costs of the Project will be reimbursed on a pay-as-you-go basis, i.e., the costs will be paid for by the Developer without the issuance of notes or bonds by the City, and the Developer will be reimbursed for the eligible costs of the Project as moneys are deposited in the District fund through the imposition of a CID Sales Tax in the amount of 2% on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District as provided in K.S.A. 12-6a31. The proceeds of the CID Sales Tax remitted to the City will be credited to a separate fund of the City created for the District pursuant to K.S.A. 12-6a34. The City will retain an on-going administrative service fee from the proceeds of the CID Sales Tax, in an amount equal to 5% of the total eligible costs of the Project, as the administrator of the District. No assessments for the Project will be levied on property within the proposed District.

Section 4. Approval of Development Agreement. The Development Agreement is hereby approved. The Mayor and Clerk are hereby authorized to execute the Development Agreement in the substantially the form presented to the Governing Body this date, with such changes as may be approved by the City Attorney.

Section 5. **Levy of Sales Tax**. In order to provide funds to reimburse the Project Costs, the levy of the CID Sales Tax within the District in an amount of 2.0% on the selling of tangible personal property at retail or rendering or furnishing services within the District is authorized and directed. The

collection of the CID Sales Tax shall commence on the first available date after passage of this Ordinance and submission of the same to the State Director of Taxation, and shall expire upon the earlier of the following: (a) 22 years from such commencement date, or (b) when sufficient proceeds have been raised to pay the reimbursable costs of the Project. The CID Sales Tax shall be administered, collected and subject to the provisions of the Act and the Development Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication in the official City newspaper.

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PASSED by the City Commission on February 3, 2020 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 3, 2020; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance was published in ***Butler County Times-Gazette*** on February 8, 2020.

DATED: February 8, 2020

_____
Clerk

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EXHIBIT A
Legal Description of the District

The following described real estate in the County of Butler, State of Kansas:

Beginning at a point on the North Right-of-Way line of K-196 Highway, said point being 50.4 feet North and 460 feet West of the Southwest Corner of the West Half of the East Half of the Northeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.; thence West 150 feet along said Right-of-Way line; thence North parallel with the West line of Northeast Quarter a distance of 450 feet; thence East parallel with the South line of said Northeast Quarter a distance of 150 feet; thence South parallel with said West line a distance of 450 feet to the point of beginning, in Butler County, Kansas, subject to Road Right-of-Way.

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EXHIBIT B
Map of the District

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Gilmore & Bell, P.C.
12/31/2019

DEVELOPMENT AGREEMENT RELATING TO
COMMUNITY IMPROVEMENT DISTRICT – SUPER 8 INN

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of February 3, 2020, by and among the City of El Dorado, Kansas (the "City"), a municipal corporation duly organized under the laws of the State of Kansas (the "State"); and Westhill Estates, LLC and Westhill Holdings, LLC, each a Kansas limited liability company.

RECITALS

A. Pursuant to K.S.A. 12-6a26 *et seq.* (the "Act") and Ordinance No. [___] (the "CID Ordinance"), the City has created a community improvement district (the "District") for the purpose of financing certain improvements consisting of the acquisition, construction, and renovation of the Super 8 Inn to serve the area described as the District (the "Project"). The CID Ordinance was published in ***Butler County Times-Gazette*** on February 8, 2020, and recorded with the Register of Deeds of Butler County, Kansas.

B. The CID Ordinance approved the levy of a community improvement district sales tax within the District in the amount of 2.0% (the "CID Sales Tax") on the selling of tangible personal property at retail or rendering or furnishing services within the District. Collection of the CID Sales Tax shall commence on the first available date after passage of the CID Ordinance and submission of the same to the State Director of Taxation.

C. The District was created pursuant to a petition received by the City, signed by the Westhill Estates, LLC ("Westhill Estates"). Westhill Estates is a limited liability company organized under the laws of the State and is the owner of record, whether resident or not, of: (1) more than fifty-five (55%) of the land area within the District and (2) more than fifty-five (55%) by assessed value of the land area within the District.

D. Westhill Holdings, LLC ("Westhill Holdings") is a limited liability company organized under the laws of the State and shall be responsible for the day-to-day operation of the Project pursuant to a lease between Westhill Estates, as lessor, and Westhill Holdings, as lessee. Westhill Estates and Westhill Holdings are jointly referred to herein as the "Developer."

E. The purpose of creating the District is (1) to provide the Developer with an economic incentive to undertake the Project; and (2) to create a source of funds to reimburse for the cost of certain Project Costs.

F. The purpose of this Agreement is to outline the rights, duties, and obligations of the parties hereto as they relate to the Project and to provide for payment of Project Costs, but solely from proceeds of the CID Sales Tax as provided in the Act. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms.

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

DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meaning set forth in the Recitals to this Agreement or they shall have the following meanings:

"**Act**" means K.S.A. 12-6a26 *et seq*., as amended from time to time.

"**Agreement**" means this Agreement as may be amended in accordance with the terms hereof.

"**CID Sales Tax**" means the community improvement district sales tax levied within the District in the amount of 2.0% on the selling of tangible personal property at retail or rendering or furnishing services within the District as authorized by the Act and the CID Ordinance.

"**CID Sales Tax Fund**" means the separate fund established by the City for deposit of the CID Sales Tax revenues received from the State collected within the District, and which are used to finance the Project Costs in accordance with the Act.

"**City**" means the City of El Dorado, Kansas.

"**City Administrative Fee**" means an amount equal to 5% of the Project Costs.

"**City Representative**" means the City Manager or their designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.

"**Cost**" or "**Project Cost**" means collectively the costs of the Project and other eligible expenses related to the Project to the extent such expenses are "costs" of a "project" as defined in the Act, however, that such term does not include the Developer's attorney's fees, developer fees and fees paid to consultants who represent Developers.

"**Developer**" means jointly Westhill Estates, LLC and Westhill Holdings, LLC, each a Kansas limited liability company, and their successors and assigns.

"**Event of Default**" means any event as defined in ***Article III*** of this Agreement.

"**Parties**" means the City and the Developer.

"**Project**" means the improvements and enhancements generally described in ***Exhibit B*** hereto, and as may be modified from time to time by the Parties, and to the extent such are eligible under the Act, as described in K.S.A. 12-6a27(m), and amendments thereto.

"**State**" means the State of Kansas.

"**Taxes and Fees**" means collectively (a) all ad valorem taxes associated with the Project; and (b) all applicable fees and charges, including utility bills, owed by the Developer in connection with the ownership and operation of the Project.

"**Term**" means the earlier of: (a) 22 years from the date the Director of Taxation for the State begins collecting the CID Sales Tax within the District or (b) when sufficient proceeds have been raised to reimburse the Project Costs.

B. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

1. The terms defined in this Article include the plural as well as the singular.

2. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made in accordance with the income tax basis of accounting.

ARTICLE I
DEVELOPMENT OF THE PROJECT

A. Development of the Project. The Developer shall provide all services, equipment, materials, supplies, and labor necessary or appropriate for the planning, acquisition, development and construction of the Project.

B. Acquisition and Construction of the Project. The Project shall be acquired and/or constructed in conformance with: (1) the City-approved plans for such improvements; (2) City-adopted building codes, and other City and State laws and all other applicable City rules and regulations. Throughout the Term, the Developer shall maintain the Project in compliance with all applicable development and property maintenance codes of the City, Butler County or any other governmental agency having jurisdiction over the Project. The City agrees to provide all customary assistance to the Developer in obtaining construction permits issued by the City.

C. Cost of the Project. The Developer shall be responsible for and will bear all the Project Costs. The Project will be acquired and constructed at an estimated cost of $1,850,000. The City will not use any City funds (other than proceeds of the CID Sales Tax) for the payment of any Project Costs and will not provide any financing therefor.

D. Taxes and Fees. As a condition precedent to disbursement of CID Sales Tax, the Developer must (i) not be in material default under this Agreement (subject, however, to any applicable cure period) and (ii) be current on the payment of ad valorem property taxes within the City.

E. Additional Condition to Reimbursement for Project Costs. In order to continue to qualify for reimbursement of Project Costs from the CID Sales Tax, the Project must at all times during the term of this Agreement be maintained as a transient guest facility, maintaining at least an AAA Diamond Rating. Prior written consent of the City is a condition precedent to the continued imposition of the CID Sales Tax following any change in the ownership of the Project or any change in the commercial operation of the Project as a transient guest facility.

F. Insurance. The Developer shall carry, or cause its general contractor to carry, the following insurance coverage:

(a) Comprehensive general liability insurance insuring the Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of the Developer, the City, and their respective agents, contractors, or employees, in connection with the construction of the Project, in the amount of not less than $500,000 or in such other amounts as may be reasonably acceptable to the Developer and the City; provided, however, such policies shall not name the City, or insure

the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(b) Workers' compensation insurance;

(c) All other insurance as required by law.

The City's liability for any claims asserted by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence of willful misconduct of the City, its officers, directors, agents, or employees, shall be governed by the Kansas Tort Claims Act and other applicable laws of the State.

ARTICLE II
CID SALES TAX

A. Subject to and as specified by the terms and conditions of this Agreement and the Act, the City agrees to perform or provide for the performance of the administration of the collection of the CID Sales Tax to reimburse for the Project Costs pursuant to the Act and this Agreement. The City shall provide notification to the Department of Revenue to commence the collection and reporting of the CID Sales Tax within the District in accordance with the provisions of the Act. The Parties acknowledge that the CID Sales Tax may only commence on January 1, April 1, July 1 or October 1 of any year, and that 90 days' notice must be given to the Department of Revenue before the CID Sales Tax may commence. The CID Sales Tax shall expire at the end of the Term. The City will not use any City funds other than proceeds of the CID Sales Tax for the payment of any Project Costs and will not provide any financing therefor. Project Costs incurred by the Developer, and eligible for reimbursement hereunder, will be paid by the City to the Developer solely and only from proceeds of the CID Sales Tax actually received by the City from the State Department of Revenue, in accordance with this Agreement.

B. Pursuant to the Act, the City shall establish the CID Sales Tax Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in trust for the benefit of the District in accordance with this Agreement. Revenues collected from the CID Sales Tax received by the City from the Department of Revenue shall be deposited in the CID Sales Tax Fund and shall not be commingled with any other funds of the City. The City shall reimburse to Developer all eligible expenditures as properly documented in such reports and shall do so within 30 days of their complete submission; provided, however, that such distributions by the City shall be made only to the extent that funds are available in the CID Sales Tax Fund. To the extent that funds are not available to make such distributions in full, then the excess amount shall be carried forward into the next reporting period.

C. The City shall be entitled to withdraw the prorated City Administrative Fee from each distribution of CID Sales Tax received by the City from the Department of Revenue, as payment for the City's cost of administering the District.

D. The Developer agrees to make reasonable effort to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District to provide to the City a consent to release information regarding aggregate CID Sales Tax generated within the District to the Developer, any trustee or escrow agent appointed by the City with respect to the CID Sales Tax revenues, and the City's accountants, financial advisors and legal counsel.

E. Except as provided in this Agreement and to the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3234

and 79-3657. In furtherance of maintaining the confidentiality of the information provided in this section, the City shall take all reasonable steps necessary to ensure that such information is kept confidential.

F. The Developer shall provide, at least once a month until the completion of the Project, a listing of all costs and expenditures made in connection with the Project Costs for such prior month in accordance with the following:

1. The Developer shall provide to the City a List of Expenditures in the form attached hereto as ***Exhibit C*** setting forth the amount paid for the Project Costs and an itemized listing of the related CID Improvement.

2. Each List of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably determine to document appropriate payment of Project Costs.

ARTICLE III
DEFAULTS AND REMEDIES

A. Defaults – General. The following events shall constitute an Event of Default under this Agreement:

1. Subject to the extensions of time set forth in ***subsection F*** below (Enforced Delay), failure or delay by any Party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in ***subsection A.2*** below, constitutes a default under this Agreement. A Party claiming a default (claimant) shall give written notice of default to the other Party, specifying the default.

2. The claimant shall not institute proceedings against a Party, nor be entitled to damages, if the other Party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

B. In the event the defaulting Party does not cure the event of default as set forth in this Section, the non-defaulting Party shall have the right to:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the non-defaulting Party against the defaulting Party and to require and compel duties and obligations required by the provisions of the Agreement or by the laws of the State;

(b) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting Party;

(c) terminate this Agreement and terminate the District; or

(d) take such other action as may be permitted under the laws of the State.

C. Legal Actions.

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

2. Applicable Law. The laws of the State shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

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

E. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

F. Enforced Delay; Extension of Times of Performance.

1. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other duties specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fire; casualties; acts of God; acts of the public enemy; epidemics; market conditions; quarantine restrictions; freight embargoes; lack of transportation; or unusually severe weather; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

2. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

G. No Liability of City Officials or Employees. All liabilities under this Agreement on the part of the City and Developer are solely corporate liabilities of the City and Developer, and no officer, employee or agent of the City or the Developer shall have any personal or individual liability under this Agreement for anything done or omitted to be done by the City or the Developer hereunder.

ARTICLE IV
GENERAL PROVISIONS

A. Future Districts. The Developer agrees and understands that the City reserves the right to create future community improvement districts on comparable projects with different community improvement district sales tax rates (or with special assessments as authorized by the Act) than those approved for the Project. The Developer waives any right to request a modification or amendment to the CID Sales Tax rate based upon such differences.

B. Modification of the District. From time to time during the Term, the Developer at the request of the owners in the District may request, and the City shall reasonably consider, any modification to the District, in accordance with the Act and amendments thereto.

C. Amendment. This Agreement, and any exhibits attached thereto, may be amended only by the mutual consent of the Parties, upon official action of the governing body of the City approving said amendment, and by the execution of said amendments by the Parties or their successors in interest.

D. Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void; except that the Developer may make a collateral assignment of 100% of its rights to payments under this Agreement to the Purchaser and its assigns as security for a financing of the Project, if necessary. Any assignment of the right to receive payments shall include a provision that the assigned right is limited solely to the right to receive uncontested reimbursements under the Agreement and does not include an assignment of any other rights under the Agreement.

E. Right to Inspect. The Developer and the City each mutually agree that the parties to this Agreement, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's and City's books and records relating to the Project Costs as pertinent to the purposes of this Agreement.

F. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to the Project, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing any of the Project.

G. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

H. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

I. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Westhill Holdings, LLC
1127 N. Main St.
El Dorado, Kansas 67402
Attn: Mike Bhatt

To the City:

City of El Dorado, Kansas
220 East 1st
El Dorado, Kansas 67042
Attn: City Manager

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

K. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement in proper form for recording with the Register of Deeds of Butler County, Kansas.

L. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

M. Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term.

N. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

O. Electronic Transactions. The transactions related hereto and described herein may be conducted and executed, and documents may be stored, by electronic means.

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IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF EL DORADO, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

WESTHILL HOLDINGS, LLC

By: _____
Name:
Title:

WESTHILL ESTATES, LLC

By: _____
Name:
Title:

EXHIBIT A
Legal Description of the District

A tract of land in Butler County, Kansas, further described as follows:

Beginning at a point on the North Right-of-Way line of K-196 Highway, said point being 50.4 feet North and 460 feet West of the Southwest Corner of the West Half of the East Half of the Northeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.; thence West 150 feet along said Right-of-Way line; thence North parallel with the West line of Northeast Quarter a distance of 450 feet; thence East parallel with the South line of said Northeast Quarter a distance of 150 feet; thence South parallel with said West line a distance of 450 feet to the point of beginning, in Butler County, Kansas, subject to Road Right-of-Way.

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EXHIBIT B

DESCRIPTION OF THE PROJECT,

(A) Within the District, the following:

Acquire, Improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip and/or extend all of the buildings, structures and facilities forming the current Super 8 Inn motel facility (the "Facility") with a commonly-known address of 2530 W. Central Avenue, El Dorado, Kansas 67042.

(B) Within the District, there may be construction of any of the following to serve the Facility:

(1) sidewalks, streets, roads, interchanges, highway access roads, intersections, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;

(2) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;

(3) parks, lawns, trees and other landscape;

(4) paintings, murals, display cases, sculptures, fountains and other cultural amenities;

(C) Within the District, and in connection with the operation of the Facility, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the district, promotion of such activity and special events and furnishing music in any public place;

(D) Within the District, and in connection with the operation of the Facility, to support business activity and economic development, including, but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business;

EXHIBIT C

LIST OF EXPENDITURES

Date:

Pursuant to the Development Agreement (the "Agreement") for the Community Improvement District – Super 8 Inn between the City of El Dorado, Kansas, and the Developer set forth therein, the Developer hereby provides the following information related to the payment of Project Costs as defined in the Agreement:

1. The names of the persons, firms or corporations to whom the payments were made, the amounts paid and the general classification and description of the costs for which each payment was incurred are set forth on Attachment I hereto.

2. These costs have been incurred and paid and are reasonable costs that are payable under the Agreement. The portion of each item listed has not been previously paid from the CID Sales Tax Fund in any other List of Expenditures previously provided to the City.

WESTHILL ESTATES, LLC
dba
Super 8 El Dorado

By: _____
Title: Authorized Representative

ATTACHMENT I
TO LIST OF EXPENDITURES

Date:

Date payment was made	Person, firm or corporation to whom payment was made	Dollar amount paid	General classification and description of the costs for which the payment was made

2019 Commission Priorities
Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: CDBG Required Policy Adoption
DATE: January 31, 2020

Background:
The City has been awarded a Community Development Block Grant for the building located at 142 N Main. As part of the grant requirements, the City of El Dorado will be subject a review by the State of Kansas. During this review they will check documents the City is required to keep as well as policies we are required to follow for any disbursement of the CDBG funds. They provide policies that can be adopted and will be approved during a review.

Attachments:
Procurement Procedures
Code of Conduct

Policy Issue:
In order to best address the policies required of the Community Development Block Grant Process, staff are asking Commission to adopt the included policies specific to the CDBG project.

Alternatives:
As the grant has already been accepted by the City Commission, we are required to follow these policies in order to receive the funding.

Fiscal Impact:
There is no fiscal impact for the adoption of these policies.

Trade-offs:
Should the Commission choose not to approve the policies, the business owner at 142 N Main would be unable to make a significant portion of the improvements required to inhabit that building.

Staff Recommendation:
Approve the policies.

Commission Actions:
Commissioner _____ moved to approve the Community Development Block Grant Procurement and Code of Conduct Policies.

Commissioner _____ seconded the motion.

Return to Agenda

PROCUREMENT PROCEDURES
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF EL DORADO, KANSAS

Full and Open Competition: All procurement transactions should be conducted in a manner that provides full and open competition. Procurement procedures should avoid any provisions that would restrict or eliminate competition. Some of the situations considered to be restrictive of competition include:

- Placing unreasonable requirements on firms in order for them to qualify to do business,
- Requiring unnecessary or unreasonable levels of prior experience and excessive bonding,
- Non-competitive pricing practices between firms or between affiliated companies,
- Non-competitive awards to consultants that are on retainer contracts,
- Organizational conflicts of interests,
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- Any arbitrary action in the procurement process.

Geographic Preference: The City of El Dorado shall conduct procurement in a manner that avoids the use of administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals. Including criteria in a request for proposals such as "knowledge of community" or "experience with community" would be considered to "unduly restrict competition" and are discouraged.

Written Selection Procedures: The City of El Dorado will have written selection procedures that provide, at a minimum, that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description should not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, describe those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
-

Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to design the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors or must be clearly stated.

- Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

PROCUREMENT METHODS

Four methods of procurement are allowed by the City of El Dorado: small purchases; competitive sealed bids; competitive negotiations; and noncompetitive negotiations.

SMALL PURCHASES: Small purchase is a relatively simple and informal method used where goods or services do not cost in the aggregate of more than $25,000.

- Price or rate quotations should be obtained in writing from an adequate number of qualified sources (generally at least three sources). Written specifications should be provided to assure all responders are bidding on the same product or service. If the dollar amount is less than $500, phone solicitation is allowed.
- Documentation regarding the businesses contacted and the prices submitted should be maintained.
- Written documentation regarding basis for selection and cost should be maintained.
- Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required for all contracts over $2,000.

COMPETITIVE SEALED BIDS: Procurement by competitive sealed bids (formal advertising) shall be used when the following conditions exist:

- A complete, adequate and realistic specification or purchase description is available;
- Two or more responsible suppliers are willing and able to compete effectively for the business;
- The procurement lends itself to a firm fixed-price contract (a specified price to be paid when the items or services are delivered); and,
- Selection of the successful bidder can appropriately be made principally on the basis of price.

When a cost estimate for purchase of supplies or equipment or for construction is in excess of $25,000, the Competitive Bidding process is applicable.

Bids are publicly solicited (advertised in newspapers) and kept in confidence until there is a public bid opening. A firm-fixed price contract is awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the invitation for bids, is lowest in price. When used formal advertising, the following requirements apply:

- The invitation for the bids must be publicly advertised and bids must be solicited from an adequate number of known suppliers or contractors, providing them sufficient time prior to the date set for opening the bids.
- The invitation for bids, including specifications and attachments, must clearly describe the items or services required in order for the bidders to properly respond. The primary basis for the award is cost.
- All bids must be opened publicly at the time and place stated in the invitation for bids.
- All bids received must be tabulated and reviewed according to the written criteria given to prospective bidders.

- A firm-fixed price contract award (lump sum or unit price) must be made in writing to the lowest responsive and responsible bidder. Negotiations with the low bidder are not allowed under CDBG programs.
- Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required (after confirming the contractor is not on the Federal debarred list.)
- Any or all bids may be rejected if there is a sound documented reason.
- All unsuccessful bidders must be notified in writing.

Procedure:

1. An Invitation for Bids (IFB) notice for all procurement requiring sealed bids is issued. This notice shall be published at least once in at least one official newspaper of general circulation within the community thirty days before bid date or an adequate time to allow bid preparation. Bids from responsible prospective bidders should be solicited by sending them a copy of the notice. If the project is complicated, a pre-bid conference may be held with qualified and interested parties to discuss the project.

2. The IFB shall include a general description of the goods or services to be procured, the location where bids or specifications may be secured, and the time and place for opening bids. Bid award must be made to the lowest responsible bidder.

On CDBG grants the newspaper notice must also contain language which calls to the attention of bidders all applicable requirements which must be complied with such as: Section 3 of the 1968 Housing Act, Section 109 of the 1984 Housing and Community Development Act, the Civil Rights Act of 1964 and Executive Order 11246.

3. The sealed bids should be opened in public at the time and place stated in the IFB and tabulated at that time.

Review Process: The following evaluation criteria may be used with varying weights to determine responsibleness:

- Character, integrity, reputation, judgment, and experience of the firm.
- Ability of the vendor to provide the material or service promptly or within the time specified.
- Quality of performance by the vendor on previous contracts, orders, or services.
- Ability of the vendor to provide future maintenance and service for all equipment purchased from the vendor.
- The City of El Dorado has the responsibility to prove or disapprove the "responsible" bidder criteria. If a lowest bidder is rejected, he/she must be notified in writing and the reason for rejection of his/her low bid fully stated. Reasons for rejection must be documented.

The estimated costs shall be analyzed to determine whether the price of the services required is reasonable. Comparative prices in the area for similar services could be used in the analysis. Professional organizations, boards of trade, and unions could be consulted for assistance.

The criteria upon which a bid will be evaluated shall be established by the City of El Dorado. The review shall be thorough, uniform, and well documented. Once a contract has been awarded, all unsuccessful bidders will be informed in writing of the bid award.

The City of El Dorado retains the right to cancel an Invitation for Bids or reject all bids if it is determined in writing that it is in the best interest of the city.

If the City of El Dorado receives only one response to any procurement solicitation, including competitive bidding, the solicitation shall be reviewed to determine whether it was unduly restrictive or geared to a particular contractor. On CDBG grants all bidding and review information must be submitted to the Kansas Department of Commerce for approval prior to awarding the contract.

For a CDBG grant, if it is determined that a rebid is needed for all or part of the bid schedule, the City and/or its grant administrator must contact the KDOC field representative of the area for consultation and guidance.

Contract Provisions:

1. Once a firm is chosen, preparation of a contract with the successful individual or firm may be carried out. The contract must include all of the previously mentioned provisions: scope of services, contract amount, effective date of contract, method of compensation and when CDBG funds are involved the State and Federal standards described in the "Applicable Laws and Regulations" section of the CDBG Application and general Requirements.
2. The statement of work should be prepared in accordance with the procurement procedures. It must describe as precisely as possible the tasks to be completed, specify timetables for completion, identify the products and/or services to be delivered and stipulate the method of payment. The statement of work could be used as a tool to measure performance, but only if the desired outcomes are clearly specified in measureable products
3. Bonding requirements.
4. When CDBG grants are involved the contract will include all applicable Labor Standard requirements and other federal applicable regulations.

COMPETITIVE NEGOTIATIONS: Competitive negotiations are initiated by publishing a Request for Proposals (RFP) or a Request for Qualifications (RFQ). Although publishing is not required, it may be used if an adequate number of services providers are available in the circulation area. At a minimum, all qualified firms should be notified. The RFP is used when price is a factor in selection; the RFQ is used when price is considered after selection (this is usually applicable only for architectural and engineering services). Generally accepted guidelines for procurement by competitive proposals include:

- In both the RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in evaluation and selection. A written basis of selection must be prepared.
- All proposals received are to be reviewed according to the written criteria given to prospective bidders and the review should be in writing, i.e., basis of selection must be documented.
- For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee.

- Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.
- All unsuccessful bidders must be notified in writing.

Procedure: The competitive negotiation method is the normal method used to procure professional services.

1. A Request for Proposal (RFP) or a Request for Qualification (RFQ) will be issued. The RFP will be used when price is a factor in selection; the RFQ will be used when price is considered after selection (generally only for engineering/architectural services). The first step in both processes shall be to determine which services are needed. The services and the factors to be used in evaluation and selection shall be clearly defined.

2. If a statement of qualifications is used, each submittal shall be reviewed and ranked according to previously established selection criteria of qualifications. This review shall be documented in writing. Upon determination of the best statements, an invitation will be made to one or more respondents to negotiate a price or fee. The reason the firm is chosen and that the price established is reasonable shall be documented.

3. If an RFP is issued, it shall specify the scope of services to be provided and type of contract to be used: cost reimbursement, fixed price, or per diem contract. Cost plus a percentage of cost contracts cannot be used.

4. The RFP shall also specify that cost and price data is required to support the proposed cost, state anticipated start and completion dates, and list evaluation criteria that shall be used in ranking proposals. Additionally, any materials such as reports, maps, and site plans to assist interested firms in preparing responsive proposals shall be provided. If the project is complicated, a pre-bid conference can be held with qualified and interested partied to discuss the project.

5. The RFP and RFQ shall also include:

   a. Scope of services, which includes a detailed description of extent and character of the work to be performed.

   b. Time for performance and completion of contract services, including project milestones, if any.

   c. Specifications of materials or other services to be provided by both parties, e.g., maps, reports, printing, etc.

   d. Method of compensation, amount of contract, and provisions for compensation for services including fee and/or payment schedules and specification of maximum amount payable under contract.

6. If the professional services are for a CDBG grant the contracts must state that the contracting firm will abide by the laws and regulations described in the "Applicable Laws and Regulations" sections of the Kansas Small Cities CDBG Program Guidelines.

Review Process: After response of either statements of qualifications from an RFQ or proposals in response to an RFP, the review process can begin according to the established selection criteria.

The review process shall be uniform and well documented. The preferred method is that the review be conducted by a committee composed of at least three people who have technical knowledge of the type of project the City of El Dorado is considering. However, these reviewers must not have apparent conflicts of interest with any of the firms or individuals under review. Examples are family relationships, close friendships, or business dealings. Some of the evaluation criteria to be considered includes:

- Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and complexity of the project.
- Past record of performance on contracts with the locality and other clients, including quality of work, timeliness, and cost control.

- Capacity of firm to perform the work within time limitation, taking into consideration the current and planned work load of the firm.
- Familiarity of the firm with the type of problems applicable to the project.

The relative importance of each of these factors will be determined beforehand by assigning value to each (for example, specialized experience may be assigned 40 points out of a total possible 100 points). Evaluation consideration for local firms can be established if familiarity with local conditions is an important element for a successful project. Selection criteria shall be shared with all prospective biers. No criteria will be established which would eliminate specific vendors.

Contract Provisions: Once a firm is chosen and the basis of selection is documented along with the reasonability of cost, the preparation of a contract with the successful individual or firm may be completed. The contract must include the following general administrative provisions.

1. Effective date of contract.
2. Names and addresses of the locality and firm.
3. Names of representatives of locality and firm who will act as liaison for administration of the contract.
4. Citation of the authority of the city of El Dorado under which the contract is entered into and source of funds.
5. Conditions and terms under which the contract may be terminated by either party, both termination for cause and termination for convenience and remedies for violation/breach of contract.

NON-COMPETITIVE NEGOTIATIONS: Non-competitive negotiations can be used only when (1) the use of competitive negotiations is not feasible, such as only one supplier, (2) there is some public emergency, or (3) the results of competitive negotiations are inadequate.

- Negotiations are conducted with the selected company regarding a scope of work and price.
- Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

OVERVIEW

If City funds are used to pay for a product or service, or any part thereof; El Dorado's procurement procedures apply. These procurement procedures shall describe how services are to be obtained. Sedan's procurement policy shall address at a minimum the following requirements:

- Procurement should be reviewed to avoid unnecessary and duplicate purchases and to ensure costs are "reasonable".
- Invitation for bids or requests for proposals must be clearly written and describe the technical requirements of the equipment or services.
- Consider consolidating or breaking out procurement to obtain a more economical purchase.
- Analyze the alternatives of lease versus purchase, where appropriate, and perform any other appropriate analysis in order to determine the most economical procurement approach.
- Enter into state and local inter-governmental agreements for procurement or use of common goods and services to achieve greater economy and efficiency, where feasible.
- Use federal and state excess and surplus property in lieu of purchasing new equipment and property whenever it is feasible and reduces project costs.

- Award only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Maintain records sufficient to detail the significant history of procurement. These records must include, but are not necessarily limited to, rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- Positive effort must be made to use small, minority, and/or female-owned businesses.
- The method of contracting (fixed price, cost plus fixed fee, purchase orders, etc.) should be appropriate.
- Permitted to use "time and material" type contracts only in very limited situations:
- After a determination is made that no other contract is suitable; and,
- If the contract includes a ceiling price that the contractor exceeds at its own risk.

- Responsible for, in accordance with good administrative practice and sound business judgment, the settlement of all contractual and administrative issues arising out of procurement activities.
- Have protest procedures to handle and resolve disputes relating to procurement.

APPROVED and ADOPTED by the City Commission of the City of El Dorado, Kansas this ____ Day of _____, 2020.

_____
Bill Young, Mayor

ATTEST
(SEAL)

_____
Tabitha Sharp, City Clerk

CODE OF CONDUCT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF EL DORADO, KANSAS

1. Declaration of Policy:

   The proper operation of our government requires that public officials and employees be independent, impartial, and responsible to the people, that the governmental decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a code of conduct for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the city.

2. Responsibilities of Public Office:

   Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and city and thus to foster respect for all government. They are bound to observe in the official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

3. Dedicated Service:

   All officials and employees of the city should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

   Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

4. Fair and Equal Treatment:

   Interest in Appointments. Canvassing of members of the city council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the city council.

   a. Use of Public Property. No official or employee shall request or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as city policy for the use of such official or employee in the conduct of official business.

b. Obligations to Citizens. No official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

5. Conflict of Interest:

No elected or appointive city official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

a. Incompatible Employment. No elected or appointive city official or employee shall engage in or accept private employment or render services for private interests when such employment or service incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

b. Disclosure of Confidential Information. No elected or appointive city official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the city. Nor shall he or she use such information to advance the financial or other private interest of himself, herself, or others.

c. Gifts and Favors. No elected or appointive city official or employee shall accept any valuable gift, whether in the forms of service, loan, thing, or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee (a) accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her duties or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favors shall not apply to (a) an occasional non pecuniary gift of only nominal value or (b) an award publicly presented in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.

d. Representing Private Interest before City Agencies or Courts. No elected or appointive city official or employee whose salary is paid in whole or in part by the city shall appear in behalf of private interest before any agency of this city. He or she shall not represent private interests in any action or proceeding against the interest of the city in any litigation to which the city is a party.

e. No city officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in the making of any contract with any person or business:

i. In which the officer or employee owns a legal or equitable interest exceeding $5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or

ii. From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation, or a contract for or promise or expectation of any such salary, gratuity, or other compensation or remuneration having a dollar value of $1,000 or more; or

iii. In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

6. Penalties and Sanctions:

Violation of this Code of Conduct by the City's elected officials, appointed officials, officers, employees or agents of the city shall be prosecuted to the fullest extent permitted according to Local, State, and Federal law or regulation

APPROVED and ADOPTED by the City Commission of the City of El Dorado, Kansas this ____ Day of _____, _____.

_____
Bill Young, Mayor

ATTEST
(SEAL)

_____
Tabitha Sharp, City Clerk

2019 Commission Priorities
Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Mears Fertilizer IRB
DATE: January 31, 2020

Background:
Mears Fertilizer has requested an IRB in order to pay the costs for acquisition, construction and equipping of a manufacturing facility. The City of El Dorado must review this IRB as it is within the City's Extra Territorial Jurisdiction. According to State Statute 12-1741b, the County must inform the City of their intention to issue the IRB. Butler County approved the issuance of the IRB to Mears Fertilizer per Resolution 20-03 on January 14, 2020.

Attachments:
Consent Proceedings for Mears Fertilizer

Policy Issue:

Alternatives:
The City Commission has the following options:
1. Approve the Resolution allowing the County to approve the issuance of an IRB to Mears Fertilizer
2. Request further information from the County or Bond Counsel regarding the IRB

Fiscal Impact:
There is no fiscal impact for the City of El Dorado, Kansas.

Trade-offs:

Staff Recommendation:
Approve the Resolution

Commission Actions:
Commissioner _____ moved to approve Resolution No. _____, a Resolution approving the issuance by the board of county commissioners of the Butler County, Kansas of its taxable industrial revenue bonds to pay the costs of the acquisition, construction and equipping of an expansion to an existing manufacturing facility to be leased to Mears Fertilizer, Inc., which facility is located both within and outside the corporate limits of the City of El Dorado, Kansas but within three miles thereof.

Commissioner _____ seconded the motion.

Return to Agenda

[Letterhead of County]

City of El Dorado, Kansas
220 E. 1st Avenue
El Dorado, KS 67042
Attention: City Clerk

Re: Approximately $13,020,000
Butler County, Kansas
Taxable Industrial Revenue Bonds
(Mears Fertilizer Project)

The governing body of the City of El Dorado, Kansas (the "City") is hereby requested pursuant to K.S.A. 12-1741b, as amended, to approve adoption of a resolution by Board of County Commissioners of Butler, Kansas (the "County") regarding the issuance of the above referenced Taxable Industrial Revenue Bonds to finance the acquisition, construction and equipping of an expansion of a manufacturing facility located both within and outside the limits of the City, but within three miles thereof. A copy of the resolution is enclosed. Approval may be affirmatively made by action of the governing body, or approval will be deemed made if the governing body fails to disapprove the issuance of the Taxable Industrial Revenue Bonds within seven business days after its next regular meeting following receipt of this request.

BUTLER COUNTY, KANSAS

By: _____
Tatum Stafford, County Clerk

Received this Request January ____, 2020

_____
Tabitha Sharp, City Clerk

Gilmore & Bell, P.C.
01/03/2020

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
)SS:
COUNTY OF BUTLER)

The undersigned, City Clerk for the City of El Dorado, Kansas, hereby certifies in connection with the issuance by Butler County, Kansas (the "County") of its Taxable Industrial Revenue Bonds (Mears Fertilizer Project) (the "Bonds"):

1. The City Clerk, on behalf of the City, received on January ___, 2020, a written request from the County Clerk submitted pursuant to K.S.A. 12-1741b to approve adoption of a Resolution by the County regarding the issuance of the Bonds.

2. The undersigned transmitted a copy of the Resolution to the governing body of the City.

3. The next regular meeting of the governing body of the City following receipt of the request was held on _____, 2020.

4. ***[Select correct option]*** [The governing body of the City approved the issuance of the bonds at such _____, 2020 meeting.][No action was taken by the governing body of the City at such meeting to approve or disapprove the issuance of the Bonds and no written notice specifically disapproving the issuance of the Bonds was provided the City to the County within seven business days after such meeting.]

Signed this __ day of _____, 2020.

_____
Tabitha Sharp, City Clerk

(SEAL)

Gilmore & Bell, P.C.
01/03/2020

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ISSUANCE BY THE BOARD OF COUNTY COMMISSIONERS OF THE BUTLER COUNTY, KANSAS OF ITS TAXABLE INDUSTRIAL REVENUE BONDS TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN EXPANSION TO AN EXISTING MANUFACTURING FACILITY TO BE LEASED TO MEARS FERTILIZER, INC., WHICH FACILITY IS LOCATED BOTH WITHIN AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS BUT WITHIN THREE MILES THEREOF.

WHEREAS, on January 14, 2020, the Board of County Commissioners of Butler County, Kansas (the "County") adopted its Resolution No. ____ stating its intent to issue certain Taxable Industrial revenue bonds in an aggregate principal amount of approximately $13,020,000 (the "Bonds"), as more particularly set forth in said Resolution; and

WHEREAS, the proceeds of the Bonds will be used to pay the costs of the acquisition, construction and equipping of an expansion to an existing manufacturing facility (the "Project") located both within and outside the corporate limits of the City of El Dorado, Kansas (the "City") but within three miles thereof;

WHEREAS, the approval of the City, is necessary before the County can issue bonds for the Project pursuant to the provisions of K.S.A. 12-1741b, as amended; and

WHEREAS, the governing body of the City hereby finds and determines that the acquisition, construction and equipping of an expansion of the Project and issuance of the Bonds would serve the public purposes stated in the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that issuance of the Bonds will not create, and is not intended to create, any financial liability upon the Bonds on the part of the City;

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

That the issuance of the Bonds by the County pursuant to the Act to pay the costs of the acquisition, construction and equipping of an expansion of the Project, as set forth in Resolution No. ___ of the County and subsequent resolution(s) and documents of the County setting the dates, terms, maturities and other provisions of the Bonds and authorizing their issuance, is hereby approved.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of El Dorado, Kansas on _____, 2020.

_____
Mayor

[SEAL]

Attest:

_____
City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City of El Dorado, Kansas adopted by the governing body on _____, 2020 as the same appears of record in my office.

DATED: _____, 2020.

_____
Clerk

Gilmore & Bell, P.C.
01/03/2020

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON _____ __, 2020

The governing body met in regular session at the usual meeting place in the City on _____, 2020, at 6:30 p.m., the following members being present and participating, to wit:

Absent:

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

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION APPROVING THE ISSUANCE BY THE BOARD OF COUNTY COMMISSIONERS OF THE BUTLER COUNTY, KANSAS OF ITS TAXABLE INDUSTRIAL REVENUE BONDS TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN EXPANSION TO AN EXISTING MANUFACTURING FACILITY TO BE LEASED TO MEARS FERTILIZER, INC., WHICH FACILITY IS LOCATED BOTH WITHIN AND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS BUT WITHIN THREE MILES THEREOF.

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

Aye: _____.

Nay: _____.

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

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

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

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

[SEAL]

_____
Clerk

****

2019 Commission Priorities
Water Sales • Community Image • Industrial and Business Parks • Parks and Recreation • Public Safety

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Public Works Roof Bid Approval
DATE: January 31, 2020

Background:
The Public Works building roof is original to the structure, which was built in 1992. It is experiencing significant failures throughout. Staff approached the excess sales tax committee in 2019 with the project and it was approved. Staff went to bid and received the following:

Stanfield $59,932 (alternate for insulation replacement $80 per square)
Buckley $79,896
Mahaney $83,700

Attachments:
None

Policy Issue:
Staff are requesting that the Commission approve their recommendation of the lowest and best bid from Stanfield Roofing.

Alternatives:
The City Commission can choose to approve this bid, ask for further information or decline the project.

Fiscal Impact:
This project is being funded with excess sales tax funds in the amount of $61,000 approved by the Sales Tax Advisory Board and approved for consideration by the City Commission in 2019.

Trade-offs:
Should the City Commission choose not to approve the project, the roof at Public Works will continue to decay and we will experience significant damage to the building and possibly equipment within.

Staff Recommendation:
Approve the bid from Stanfield Roofing.

Commission Actions:
Commissioner _____ moved to approve the bid from Stanfield Roofing for the replacement of the Public Works roof.

Commissioner _____ seconded the motion.

Return to Agenda