



EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
March 1, 2021 – 6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation** – Father John Lanzrath from St. John Catholic Church
4. **Pledge of Allegiance**

Proclamations and Recognition

5. [Severe Weather Awareness Week Proclamation](#)

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

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

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

7. Approval of [City Commission Minutes from February 1, 2021](#) and [Special City Commission Minutes from January 27, 2021](#) and [February 10, 2021](#).
8. Approval of [Appropriation Ordinance No. 01-21](#) in the amount of \$1,545,090.24
9. Approval of [Frank Hughes to the Planning Commission Board](#).
10. Approval of a one-year lease for a [John Deere Skid-Steer](#) in the amount of \$6,885.
11. Approval of a one-year lease for a [John Deere Excavator with thumb and hammer attachments](#) in the amount of \$7,845.

Old Business

12. None

New Business

13. [Department Reports – Administration](#)
14. [El Dorado Inc. Work Plan](#)
15. [Kansas Department Of Transportation \(KDOT\) Agreement - Resurfacing Project on Central \(Taylor Ave. to Griffith St.\)](#)

- 16. Excess Sales Tax Grant Agreement with Wade Wilkinson
- 17. Strategic Plan
- 18. Business Park Lot Sale
- 19. Mask Mandate Continuation

Reports

- 20. City Commission and Advisory Board Updates
- 21. City Manager

Adjournment

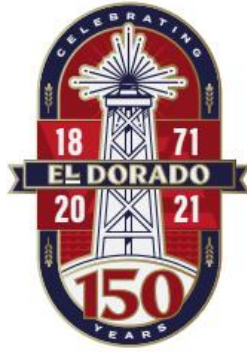
- 21. Consideration of a motion to adjourn the March 1, 2021 regular meeting

PUBLIC COMMENT POLICY:

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

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

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



PROCLAMATION

THE CITY OF EL DORADO, KANSAS

- WHEREAS:** The severe weather and tornado season in Kansas has always been known as a potentially dangerous time, historically producing property damage, injuries, and even loss of life; and
- WHEREAS:** During a recent active severe weather season (2019), the National Weather Service logged over 1,400 severe weather reports in Kansas, including more than 120 tornadoes, two of which occurred in Butler County, Kansas; and
- WHEREAS:** Everyone is potentially at risk during severe weather and tornado season, which reaches its peak in Kansas between March and June; and
- WHEREAS:** The National Weather Service, in conjunction with the State of Kansas and local jurisdictions, will be conducting a statewide tornado drill on Tuesday, March 2nd at 10:00 a.m.; and
- WHEREAS:** The purpose of Severe Weather Awareness Week is to heighten the public's understanding of the dangers associated with severe weather and tornadoes.
- NOW, THEREFORE,** Be it resolved that I, Mayor Bill Young, proclaim the week of March 1st through March 5th, 2021 in the City of El Dorado, Kansas as

SEVERE WEATHER AWARENESS WEEK

Mayor Bill Young

Seal

Tabitha Sharp, City Clerk

EL DORADO CITY COMMISSION MEETING

February 1, 2021

The El Dorado City Commission met in a regular session on February 1, 2021 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young (via zoom), Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog.

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Jason Patty	105 Wetlands Dr	El Dorado, KS
Jason Neal	1256 SW 90th	Augusta, KS

CALL TO ORDER

Mayor Bill Young called the February 1, 2021 meeting to order.

INVOCATION

Pastor David Crook, First Southern Baptist Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read the proclamation recognizing Black History Month.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Jason Neal, 1256 SW 90th Augusta, Kansas, stated that he and his family would not be shopping in El Dorado until the Commission lifts the mask mandate.

CONSENT AGENDA

Approval of City Commission Minutes from January 19, 2021 and Special City Commission Minutes from January 13, 2021.

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

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

NEW BUSINESS

DEPARTMENT PRESENTATIONS

Water Reclamation Superintendent Jason Patty presented the activities of the Public Utilities Department for 2020.

City Engineer Scott Rickard presented the activities of the Engineering Department in 2020.

PUBLIC HEARING FOR 9TH AVENUE (GORDY – TAYLOR)

City Engineer Scott Rickard stated that a public hearing was set for today for the 9th Avenue project. He stated that a letter was sent to all adjacent property owners. He stated that he heard from two property owners, both of whom supported the project. He stated that the total cost of the project was \$1,244,987.38, the City-At-Large cost is \$737,012.72 and the improvement district cost outside of the City's property is \$507,974.66.

Mayor Bill Young opened the public hearing.

There were no comments.

Mayor Young closed the public hearing.

Commissioner Matt Guthrie moved that Resolution No. 2918, a resolution determining the advisability of the making of certain internal improvements for 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, subject to protest (paving improvements/paving 9th Avenue).

Commissioner Kendra Wilkinson seconded the motion.

Commissioner Nick Badwey asked if 51% included Union Tank and the City property.

City Engineer Rickard stated that it would. He stated that in the past when there has been so much City property involved, they bring the protest petition to the Commission even if it doesn't meet the percentage requirements.

Commissioner Badwey confirmed that they wouldn't be able to petition out under statute.

City Engineer Rickard stated that is why they would bring the protest petition to the Commission regardless of the numbers.

Commissioner Guthrie stated that this street needs to be done.

City Engineer Rickard asked that any individual who contacts the Commission be directed to the Engineering Department for assistance.

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

ADVISORY BOARD APPOINTMENTS

City Clerk Tabitha Sharp reviewed the Advisory Board appointments.

Advisory Board	Number of Seats	Term	Appointments
BOZA	2	3 Years	Eddie Dean Jr. and Shane Krause
CTC	3	2 Years	Deanna Bonn, Tiya Tonn and a Lake Representative
Library	2	4 Years	David Worley and Judith Cole
Planning Commission	4	3 Years	David Stewart and Scott Hackler
Parks and Recreation	2	2 Years	Loren Anthony and Russ McCaig
Sales Tax	6 1 other filled by Planning Commission	2021	Bill – Wade Wilkinson and Matt Jacobs Matt – Lindsay Mills Gregg – Dan Davis Nick – Robbie Pollard Kendra – Mel Arnold Planning Commission – Steve Fellers

City Engineer Scott Rickard stated that he would provide a map for the Planning Commission's ETJ district for the Commission.

City Commissioner Nick Badwey moved to accept the advisory board appointments as presented.

City Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

REPORTS**CITY COMMISSION AND ADVISORY BOARD UPDATES**

There were no reports.

CITY MANAGER

City Manager David Dillner stated that sales tax collections were down compared to December, but up slightly from last year at the same time.

EL DORADO CITY COMMISSION MEETING

February 1, 2021

City Manager Dillner thanked the Chamber for recognizing the El Dorado Fire Department as Business of the Month.

City Manager Dillner stated that Main Street will be holding their downtown assembly on February 9th at 5 p.m. at Charley's Appliance.

City Manager Dillner stated that recreation league basketball has begun and El Dorado is following the recommendations of KSHAA. He stated that they are live streaming games as they are able.

City Manager Dillner stated that the Elks Lodge is hosting their 100th Anniversary this weekend and will be hosting several events.

City Manager Dillner stated that ribbon cuttings will be held for Scooters and the Flint Creek Addition on February 12th.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 7:33 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

January 27, 2021

The El Dorado City Commission met in special session on January 27, 2021 at 5:00 pm at City Hall with the following present: Mayor Bill Young (via zoom), Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp.

VISITORS

Tammy Schaffer

220 E 1st Ave

El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the January 27, 2021 Special City Commission meeting to order at 5:00 p.m.

STRATEGIC PLAN

City Manager David Dillner reviewed the strategic plan.

The City Commission agreed the vision statement should be revised.

Commissioner Matt Guthrie confirmed what was meant by citizen centric thinking. He also confirmed that lake development would be under section five and that staff would not be focusing on the first two items under economic development.

City Manager Dillner stated that citizens centric thinking referred to the idea that we will make sure that citizens are able to provide input before we make big decisions. He stated that lake development would be under that section in quality of life. He stated that the strategic plan is the plan that will be followed by the staff and Commission in their activities through the year. Those activities include agreements with El Dorado Inc. and others for items such as those under economic development.

EFABC

Commissioner Nick Badwey stated that he felt it was time for the City to separate itself from the EFABC. He stated that the City had done its part and accomplished the goal of building the facility with the other entities. He stated that items were promised prior to the building of the facility such as concerts and movies that would help bring in sales tax and provide the city with funds to contribute to the facility. Due to warranties and other items, we have been told that those events are not possible. He stated that our personnel are off task doing maintenance and other items at the facility and he felt it was time to be done with it.

Commissioner Kendra Wilkinson asked if we were responsible for one third of all costs.

City Manager David Dillner stated that the City does contribute a portion, based on usage, of the annual long term maintenance fee. He stated that the \$52,000 fee is supposed to go towards a long-term maintenance fund, but has been used for annual operations and repairs that were not expected. He stated that if larger items come up and there are not funds available, the three entities are approached for a portion of the cost.

Commissioner Matt Guthrie stated that his issue is that the facility is not available to the public while the City pays a portion of the cost.

Commissioner Gregg Lewis stated that he agreed, he stated that Butler County Arc has requested to use the facility for Special Olympics training and has been denied.

Mayor Bill Young stated that his understanding about special events at the stadium was that the City would be responsible and we had not had a consistent person trying to recruit events for the facility. He stated that he felt if there could be a concentrated effort to have events and one dollar from each ticket sold went to the EFABC, the facility would have a revenue source.

Commissioner Badwey stated that he did not feel like the City had been encouraged to have events there because of the prohibitive cost of renting the facility and the rules on what could and could not be done on the field.

Commissioner Wilkinson asked where the money for the suites goes.

City Manager Dillner stated that the owners paid a one-time fee that went to the construction of the suites.

After further discussion, the Commission agreed to make the EFABC aware of their intention at the next meeting and give them a month to respond to the conversation before moving further with a motion to leave the group.

REGULAR AGENDA REVIEW

The City Commission reviewed items on the upcoming agenda.

REPORTS

City Manager David Dillner stated that the group who owns the Holiday Inn has not collected any of the funds they are getting through the CID. He stated that the auditors are recommending the money be moved from the liability account, but bond counsel has stated that because the project was initiated under the previous owners, we would first need to notify the new owners that we will be ending the CID if they do not proceed as planned in the development agreement.

The City Commission agreed to send the owner a letter giving them 30 days to respond before we initiate proceedings to cancel the CID.

EXECUTIVE SESSION

Commissioner Nick Badwey moved to recess into executive session pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) for the purposes of discussing non-elected personnel and succession plans and to reconvene the meeting at 6:45 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Mayor Bill Young called the meeting back to order at 6:45 p.m.

ADJOURNMENT

Commissioner Gregg Lewis moved to adjourn the meeting at 6:46 p.m.

Commissioner Nick Badwey seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

February 10, 2021

The El Dorado City Commission met in special session on February 10, 2021 at 5:00 pm at 142 N Main with the following present: Mayor Bill Young, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp.

VISITORS

Linda Jolly	El Dorado Inc.	El Dorado, KS
Nathan and Nicole Ensminger	142 N Main	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the February 10, 2021 Special City Commission meeting to order at 5:00 p.m.

TOUR OF 142 NORTH MAIN

The City Commission toured the building at 142 North Main. This building was the recipient of a Community Development Block Grant. The owners, Nathan and Nicole Ensminger showed the Commission the work that had been done and future plans for the building.

150TH CELEBRATION BUDGET REVIEW

City Clerk Tabitha Sharp reviewed the planned budget for the 150th Celebration. She stated that the CTC board had mentioned raising funds for the celebration and also selling buttons for entry into the activities on September 11th. She stated that staff would like further direction from the Commission.

The City Commission approved fundraising by the committee, but not City staff. They did not support selling buttons for entry, requested that the event happen downtown and increased the budget to \$50,000.

REGULAR AGENDA REVIEW

The City Commission reviewed items on the upcoming agenda.

Commissioner Matt Guthrie requested a copy of the map for the miniature golf course as both an 18-hole and 16-hole course.

REPORTS

Commissioner Kendra Wilkinson stated that she met with the EFABC and reviewed the concerns of the City Commission.

The Commission reviewed the letter prepared by the City Manager and agreed to send it.

Mayor Bill Young stated that he felt it was time to re-visit the issue of Commission pay. He stated that he felt increasing the pay would encourage more people to run for office and be involved in the community.

The Commission requested that staff review the pay for similar city sizes and forms of government.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 6:48 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

TO: City Commission
FROM: City Clerk Tabitha Sharp
SUBJ: Advisory Board Appointments
DATE: February 4, 2021

Background:

The following application has been received for the available advisory board positions.

Advisory Board	Number of Seats	Term	Notes
Planning Commission	2	3 Years	Frank Hughes – Will serve as representative from the ETJ

Policy Issue:

The City Commission must approve advisory board appointments and the proposed charter ordinances.

Alternatives:

Not applicable.

Fiscal Impact:

Each advisory board has the ability to influence decisions regarding the budget; the Commission must ensure that they choose individuals who will be responsible board members who will consider the ramifications of their recommendations on the citizens.

Trade-offs:

None

Staff Recommendation:

Approve the applications received.

NEW APPLICANT

**CITY OF EL DORADO
INTEREST FORM FOR SERVING
ON A CITY ADVISORY BOARD OR COMMITTEE**

Name: FRANK HUGHES Date: 02/02/2021

Address: 93 NE NORTHCREST RD

E-mail Address: fchughes@hotmail.com

Telephone: (913) 787-6694 (Home) _____ (Work) Occupation: E&I DESIGNER

Please circle your preferred method of contact: E-mail Phone

Following is a list of current City Advisory Boards, Committees, and Task Forces. Please use a separate sheet for each one for which you would like to be considered. Some groups meet on set schedules and others meet as needed. Additional sheets may be picked up at City Hall. If you have any questions or need additional information about the specific group(s) you are interested in, please contact the City Clerk's Office (321-9100).

____ Airport Advisory Board
____ Board of Appeals/Code Review
____ Board of Zoning Appeals
____ Convention & Tourism Committee
____ Sales Tax Advisory Committee
____ Joint Corrections Advisory Board

____ Library Board
X Planning Commission
____ Parks and Recreation Advisory Comm.
____ El Dorado Inc.
____ Sales Tax Review Task Force

Please state why you are interested in serving on this board, committee, or task force and indicate what expertise and/or capabilities you would bring to this board, committee, or task force (please use additional pages as needed).

I AM INTERESTED IN THE DEVELOPMENT IN MY AREA. I FEEL THAT A PERSON SHOULD BE ACTIVE IN THEIR COMMUNITY DEVELOPMENT

What other boards (city, county, school, hospital, etc.) are you currently serving on? What other boards (city, county, school, hospital, etc.) have you served on?

NO CURRENT BOARDS. THE ONLY SERVICE I HAVE IS AT PAST CHURCHES ON TRUSTEE BOARDS.

When an opening on a board, committee, or task force occurs, the Commission will review the interest forms on file. If your form is selected, you will be contacted to confirm that you are still interested in serving on this board, committee, or task force before an appointment is made. If you wish additional information, please contact the City Clerk's Office at 321-9100.

**Please return this application to: City Clerk's Office,
c/o City Hall, 220 E First Ave., El Dorado, Kansas 67042
THANK YOU FOR YOUR INTEREST IN SERVING THE CITY OF EL DORADO!**

RENTAL AGREEMENT

Salesperson Name/Number		Rental # 130919	
Name	Lessee: CITY OF ELDORADO	Begin Date: 4/13/2021	End Date: 4/12/2022
Street	222 E 2ND AVE	Dealer Account Number 177713	Do NOT write in shaded areas. For office use only.
City, ST, Zip Code	EL DORADO KS 67042	Murphy Tractor Name and Address Location: PARK CITY, KS 5255 N DEERE RD PARK CITY KS 67213	Number of Months
Telephone Number	3163219100	Murphy Tractor Phone Number: 3169421457	Applied Date
Contact	EARL Brent	Murphy Tractor Contact:	Payments Applied
Customer PO			
Percentage of Rental Payments Applied to Purchase Option: 0 %		Rental Rate Per: ☐ Hour ☐ Day ☐ Week ☐ Month	\$7,845.00
Security Deposit:		X Minimum Rental Period	0
Maximum Hours No More Than: 0 hours/day 0 hours/week 0 hours/month		+ Tax Rate 0 %	\$0.00
		+ Additional Charges	\$0.00
		Total Rental Charge	\$0.00

Notes: 200 Hours Rental Annual

EQUIPMENT WILL BE USED AT: (County, City, State)
BUTLER EL DORADO KS

Lessee will not remove the equipment from this location without written permission from Lessor.

Doc Ref No	Model	Description of Equipment	Serial Number	Hour Meter Reading	Present Value	%
179893	50G	DORF 16" TRACKS, CAB, 5' 7" ARMBYT10171 (	1FF050GXPKH291121	180	\$77491.00	
172936	50THUMB			0	\$1646.74	
160732	5018			0	\$879.00	
154003	FX55		X55-06695	0	\$9364.86	
Total Present Value					\$89,381.60	

PURCHASER (select only if applicable)		MARKET USE (select only if applicable)		(select only if applicable)	
Non Governmental:		Agriculture:		Materials/Handling:	
Governmental:		Building:		Mining/Quarrying:	
		Earthmoving:		Road Building:	
		Forestry:		Underground:	
		Prep:		Others:	

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer)

LESSOR (Dealer)

BY

Customer's Initials

Date

RENTAL AGREEMENT

Salesperson Name/Number			Rental # 130920		
Name	Lessee: CITY OF ELDORADO	Begin Date: 4/13/2021	End Date: 4/12/2022		
Street	222 E 2ND AVE	Dealer Account Number 177713	Do NOT write in shaded areas. For office use only.		
City, ST, Zip Code	EL DORADO KS 67042	Murphy Tractor Name and Address Location: PARK CITY, KS 5255 N DEERE RD PARK CITY KS 67213		Number of Months	
Telephone Number	3163219100	Murphy Tractor Phone Number: 3169421457		Applied Date	
Contact	GARY Brent	Murphy Tractor Contact:		Payments Applied	
Customer PO					
Percentage of Rental Payments Applied to Purchase Option: 0 %		Rental Rate Per: ☐ Hour ☐ Day ☐ Week ☐ Month		\$6,885.00	
Security Deposit:		X Minimum Rental Period		0	
Maximum Hours No More Than: 0 hours/day 0 hours/week 0 hours/month		+ Tax Rate 0 %		\$0.00	
		+ Additional Charges		\$0.00	
		Total Rental Charge		\$0.00	

Notes: 200 Hour Rental Annual

EQUIPMENT WILL BE USED AT: (County, City, State)
BUTLER EL DORADO KS

Lessee will not remove the equipment from this location without written permission from Lessor.

Doc Ref No	Model	Description of Equipment	Serial Number	Hour Meter Reading	Present Value	%
176047	325G	DORF CAB, 13" TRACKS, STD HYD, EHYT10	1T0325GKV/KJ363037	55	\$72881.00	
183534	CWP78SR			0	\$1792.00	
184454	CWP78C			0	\$1665.95	
Total Present Value					\$76,338.95	

PURCHASER (select only if applicable)		MARKET USE (select only if applicable)		(select only if applicable)	
Non Governmental:		Agriculture:		Materials/Handling:	
Governmental:		Building:		Mining/Quarrying:	
		Earthmoving:		Road Building:	
		Forestry:		Underground:	
		Prep:		Others:	

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF.
ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer)

LESSOR (Dealer)

BY

Customer's Initials _____
Date _____

RENTAL AGREEMENT

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$50.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$50, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to USE THE EQUIPMENT ONLY FOR CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$_____ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic laws. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Lessee will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Lessor which shall list Lessor as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begin Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories. Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of Lessor.

8. Compliance with Regulations. Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection. Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.

Customer's Initials _____
Date _____

RENTAL AGREEMENT

10. Assignment. Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default. If (a) Lessee shall (1) fail to make rental, service, or other payment when due; (2) attempt to sell or encumber the equipment; (3) cease operating; (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law; (5) make an assignment for the benefit of creditors; (6) fail to comply with any other provisions of this Rental Agreement; (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (an "Event of Default").

12. Remedies. Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall hereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

13. Construction. This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental - Return of Equipment. Provided the guaranteed rental shown on Page 1 is or has been paid, Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the Rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental Period guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement. Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a Rental Rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties. Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by Lessee of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred; (f) Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (g) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (h) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; and (i) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General. Time is of the essence of this Rental Agreement. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

Use this page if printing agreement prior to completing. This information is used when completing rental loads in the John Deere system.

For Office Use Only

PURCHASER (check one)	MARKET USE (check one)			
Non Governmental ☐ S Small Fleet (<10) ☐ M Medium Fleet (10-24) ☐ L Large Fleet (25-75) ☐ V Very Large (75+)	Agricultural ☐ 13 Livestock/Feed/Dairy ☐ 15 Row Crop/Small Grain ☐ 16 Specialty Crop ☐ 17 General Utility	Forestry ☐ 21 Harvesting ☐ 22 Reforestation/Site ☐ 24 Log Loading/Handling ☐ 25 Wood Handling Yards ☐ 26 Timber Felling/Bunching ☐ 27 Stroke Delimbing	Mining / Quarrying ☐ 30 Mining Services ☐ 31 Metallic Mining ☐ 34 Coal Mining ☐ 36 Stone Aggregate	Underground ☐ 50 Energy Related Pipe ☐ 82 Gas/Water/Electric ☐ 43 Sewer / Water Sys ☐ 81 Telephone Co.
Governmental ☐ 2 Federal Govt. ☐ 3 State Govt. ☐ 4 County Govt. ☐ 5 Local Govt. ☐ 6 Armed Forces ☐ 7 National Account	Building ☐ 41 Residential ☐ 42 Non-residential ☐ 47 Demolition	Prep ☐ 23 Roads/Maint ☐ 84 Landfill/Refuse ☐ 93 Nursery / Landscape	Road Building ☐ 45 Bridge Construction ☐ 49 Hwy / Street Const ☐ 51 Paving-Drives,Lots,etc ☐ 61 Manufacturing/Ind ☐ 67 Scrap Handling	Others ☐ 35 Oil Field ☐ 71 Airports ☐ 74 Rail Roads ☐ 79 Cemeteries ☐ 80 Recycling ☐ 87 Parks / Cemeteries ☐ 90 JD Dealer Owned Rental Fleet ☐ 92 Highway Moving ☐ 94 Golf Courses ☐ 95 Institutions ☐ 96 Independent Rental Co
	Earthmoving ☐ 12 Land Improvement ☐ 28 Skidding / Forwarding ☐ 39 Residential ☐ 40 Non-residential ☐ 78 Environment Cleanup	Materials Handling ☐ 56 Port/Stevador ☐ 75 Asphalt/Concrete Prod ☐ 76 Sand / Gravel/Stone ☐ 77 Brick/Clay/Stone/Glass ☐ 85 Chemical Plant ☐ 86 Steel Mill		

Customer's Initials _____
 Date _____

BID FORM

To: The City of El Dorado
Office of the City Clerk
220 East First Ave.
El Dorado, KS 67042

The undersigned, in compliance with your Invitation to Bid for furnishing Skid-steer and Mini Excavator on the attached list F.O.B., El Dorado, Kansas, hereby proposes to furnish the equipment described on the specification list as the price stated below.

Bid Price of (Tax Exempt):

Fourteen thousand seven hundred thirty dollars
(Written)

_____ Dollars (\$ 14,730)

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Signed this 28 day of January, 2021.

Company: Murphy Tractor & Equipment

Address: 5255 N Deere Rd

City, State, Zip: Park City, KS 67219

E-mail: dturner@murphytractor.com

By: Drew Turner

Title: Compact Equipment Sales Manager



January 28, 2021

Phone:
Fax:
Mobile:

Eldorado, KS

* Current Plan Is to Move Forward with Existing Equipment unless otherwise requested

[illegible]

Customer is responsible for all scheduled maintenance while on rent

Quote Good for 30 Days

THANK YOU FOR YOUR BUSINESS!

TO: City Commission
FROM: Kristina Traina, Administrative Assistant
SUBJ: Department Presentations for Administration
DATE: February, 8 2021

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.

Policy Issue:

None

Fiscal Impact:

None

Trade-offs:

None

Staff Recommendation:

None

Commission Actions:

None

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EL DORADO

K A N S A S

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: El Dorado Inc. Work Plan
DATE: February 22, 2021

Background: The City contracts with El Dorado Inc. for the provision of certain economic development functions and services to grow the tax base of the community. The efforts of El Dorado Inc. are defined, in large part, by El Dorado Inc.'s work plan developed by Executive Director Linda Jolly and the city manager. This year, representatives from both organizations reviewed the work plan prior to its submittal to the City Commission.

Strategic Priority: Economic Development – Inc.'s work plan helps the City make progress on several of its priorities included in the Economic Development category.

Fiscal Impact: The City pays El Dorado Inc. an annual payment of \$68,500 for services related to the economic development goals of the City. In addition to this fee, the City matches Inc. investor sponsorships up to one mill. These funds are then used by Inc. to implement the work plan.

Legal Review: The City Attorney did not review this item.

Staff Recommendation: The City Manager recommends approval of the work plan as presented.

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El Dorado, Inc. Work Plan
March 1, 2021

Facilitate investment to create economic opportunities for the betterment of the El Dorado community.

1. Recruit industrial development prospects that align with El Dorado's strengths and assets.

- a. Implement an industrial marketing program, in collaboration with candid Marketing and Kansas Global Trade Services, on highlighting El Dorado's assets to potential industrial prospects, specifically companies that may be interested in purchasing water.
- b. Identify, gather, and organize information necessary to certify sites as shovel ready within the West Industrial Park and collaborate with private property owners with large tracts available for development such as the North Industrial Park (Grizzly/CIC).
- c. Track and coordinate timely responses to requests for proposals received from the Kansas Department of Commerce (KDOC), site selection consultants, and business prospects.
- d. Respond to proposals submitted by the KDOC, Workforce Alliance, and other agencies or entities.
- e. Identify and attend at least two trade shows or conventions to market El Dorado's industrial development opportunities when in-person events resume.
- f. Represent El Dorado by being members and actively involved with the KDOC, Kansas Economic Development Alliance (KEDA), Team Kansas, Greater Wichita Partnership (GWP).
- g. Collaborate with the GWP to include El Dorado in their regional marketing campaign.
- h. Increase direct contact with site selectors.

Performance Measures:

- a. Number of marketing materials distributed and percentage opened.
- b. Number of direct and indirect contacts made with prospective companies.
- c. Number of responses to RFPs or other development solicitations.
- d. Number of virtual site visits conducted.
- e. Report activity/direct contact with KDOC, KEDA, Team Kansas, GWP, and site selectors.
- f. Number of successful location announcements.
- g. Square footage developed, taxable valuation of development, and number of jobs created.

2. Facilitate commercial development within the El Dorado Business Park and in other commercially designated areas of the community.

- a. Develop materials to market available lots within the El Dorado Business Park and make this information available to potential commercial prospects.
- b. Share business park information with regional commercial real estate companies to inform them of the opportunities within the El Dorado market.
- c. Identify investors to facilitate the development of a speculative or build-to-suit building within El Dorado.

Performance Measures:

- a. Number of inquiries for land in business parks and throughout El Dorado.
- b. Number of successful location announcements or real estate transactions leading to development.
- c. Square footage developed, taxable valuation of development, and number of jobs created.

3. Support the development of housing options within El Dorado.

- a. Identify local and regional housing developers and investors to increase the number of available lots and residential housing opportunities in El Dorado.
- b. Create and distribute a housing market summary highlighting the opportunities for residential housing and the available programs to assist such efforts.
- c. Assist in the negotiation of development agreements concerning residential developments.
- d. Provide support to residential developers accessing applicable economic development incentives and programs.

Performance Measures:

- a. Number of inquiries for land for residential development.
- b. Number of developers supported with economic development incentives and programs.
- c. Aggregate dollar amount of economic development incentives provided to residential developers.
- d. Number of requests for assistance from residential developers.
- e. Number of successful residential development announcements or real estate transactions leading to development.
- f. Number of new residential building permits issued, number of new residential units sold, total square footage developed, taxable valuation of development, average selling price, number of lots available for residential development.

4. Provide general support to the local business community by assisting with business development and expansion efforts.

- a. Provide support to businesses accessing economic development incentives and assist businesses in using services provided by the Workforce Alliance, BETA at Butler Community College, and other available workforce training programs.
- b. Meet with companies with at least 25 employees and \$1 million of capital investment at least once a year to discuss business needs and potential expansion plans.
- c. Distribute quarterly information about the economic development program via electronic newsletter with El Dorado, Inc. members and the general community. Work with the City to create reporting information for the community.
- d. Coordinate meetings, events, emails, direct mail or social media to inform businesses of available local and regional resources to assist their business efforts.
- e. Promote information on educational seminars hosted by El Dorado Inc., El Dorado Chamber, El Dorado Main Street, and others.
- f. Assist various community partners and stakeholders with supporting commercial and service businesses that do not otherwise require real estate development assistance.

Performance Measures:

- a. Number of businesses supported with economic development incentives and programs.
- b. Aggregate dollar amount of economic development incentives provided to business community.
- c. Number of requests for assistance from the local business community.
- d. Number of business starts/expansions, square footage developed, taxable valuation of development, and number of jobs created.

5. Develop and implement a multi-platform marketing plan to recruit targeted industries and market El Dorado in the national and regional commercial and industrial real estate market.

- a. Facilitate the publication of and maintain economic development information on the City's website, Greater Wichita Partnership's website, Location One, and www.developeldorado.com.
- b. Maintain two billboards between Exit 73 and Exit 76 on the Kansas Turnpike promoting El Dorado as an industrial opportunity.
- c. Develop and maintain relationships with regional and national commercial/industrial realtors and brokers that represent commercial and industrial real estate.
- d. Create marketing materials highlighting El Dorado's commercial and industrial opportunities and distribute to regional and national commercial/industrial realtors and brokers.

Performance Measures:

- a. Number of contacts with regional and national commercial/industrial realtors and brokers.
- b. Number of inquiries from commercial/industrial realtors and brokers.
- c. Number of inquiries arising from the Greater Wichita Partnership and various websites with an El Dorado marketing presence.

6. REPORTING

- Mayor and city manager to participate in monthly El Dorado Inc. advisory board meetings and El Dorado Inc. Board meetings.
- Monthly progress report of the goals and objectives of the work plan provided to the city manager.
- Produce or assist the City in producing quarterly and annual reports provided to the city manager for distribution to the City Commission and community.

EL DORADO, INC.

CITY OF EL DORADO

Darin Rains, President

Date

David Dillner, City Manager

Date

TO: City Commission
FROM: Scott Rickard
SUBJ: Kansas Department Of Transportation KDOT Agreement - Resurfacing Project on Central
(Taylor Ave. to Griffith St.)
DATE: February 22, 2021

Background:

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

Project Schedule:

The project will be part of the KDOT 2022 Fiscal Year. The City anticipates that the project will be bid in the summer of 2021.

Attachments:

Agreement U-2384-01 (49-21)

Policy Issue:

Approval of the City Commission to authorize the Mayor to sign and submit KDOT Agreement 49-21.

Alternatives:

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

Fiscal Impact:

KDOT \$300,000 City 10%. The City's portion of the funding would be paid from Sales Tax street rehabilitation funds. Annually \$600,000 in sales tax dollars are allocated to street rehabilitation.

Trade-offs:

N/A

Staff Recommendation:

Approve KDOT agreement.

Commission Actions:

Commissioner _____ moved to authorize the Mayor to execute for and on behalf of the City of El Dorado, Agreement No. 49-21 between the City and the Kansas Department of Transportation.

Commissioner _____ seconded the motion

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TAYLOR ST

WASHINGTON ST

STAR ST

GORDY ST

MAIN ST / HWY 77

VINE ST

GRIFFITH ST

CENTRAL AVE / 254

CENTRAL AVE / 54

CITY OF EL DORADO
CCLIP SURFACE PRESERVATION

CENTRAL AVE
(GRIFFITH TO TAYLOR)

2022
APPLICATION

PROJECT NO. 254-8 U-2384-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF EL DORADO, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of El Dorado, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Central Avenue (K-254 / US-54) from Taylor Street to Griffith Street, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
- 3. **“City”** means the City of El Dorado, Kansas, with its place of business at 220 E. 1st Avenue, El Dorado, KS 67042.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

8. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

9. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

12. **“Non-Eligible/Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

13. **“Project”** means mill and overlay, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Central Avenue (K-254 / US-54) from Taylor Street to Griffith Street in El Dorado, Kansas.

14. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

15. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

16. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. **The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.**

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	FY 2022 CCLIP-SP	90% of Total Actual Costs of Construction and Construction Engineering (CE) not to exceed \$300,000.00.	300,000.00
City		10% of Total Actual Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Total Actual Costs of Construction and CE Costs after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments 100% Non-Participating Construction Costs and Non-Participating Construction Engineering Costs	
Total Estimated Project Costs			316,015.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the

payments due the Contractor, including the portion of the cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

7. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

8. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

9. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

10. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

11. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

13. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

14. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

15. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

16. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

17. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to

comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility requirements of the *MUTCD*, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a Computation of City Connecting Link Payment to City dated October 3, 2012 regarding portions of K-254 / US-54 existing within the El Dorado city limits which is still valid and in effect as of the date of this Agreement. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.
2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.
3. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.
4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.
5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:
 - a. Fiscal year the Project is to be let
 - b. Project length
 - c. Project location
 - d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
7. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

13. **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF EL DORADO, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

EL DORADO

K A N S A S

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Excess Sales Tax Grant Agreement with Wade Wilkinson
DATE: February 8, 2021

Background: On August 19, 2019, the City Commission approved an \$80,000 excess sales tax grant to Wade Wilkinson for the design and construction of an eighteen-hole miniature golf course. The grant agreement provided distribution of half of the grant proceeds, or \$40,000, to Mr. Wilkinson following the issuance of a building permit for the project.

In January 2021, Mr. Wilkinson submitted a site plan to the Engineering Department for the project. The site plan included only sixteen holes for the miniature golf course. The City Manager authorized release of half of the grant proceeds with the understanding that the remaining balance would not be released until the grant agreement was amended by the City Commission to allow for either: 1) a reduced number of holes, 2) reducing the grant amount by \$8,888 (equal to \$4,444 per hole), or 3) requiring construction of eighteen holes.

Policy Issue: Should the City reduce a grant amount to Mr. Wilkinson based on a reduced scope for an approved excess sales tax project?

Strategic Priority: Quality of Life - Develop *fun and engaging events and activities* so people have something to do after work and school.

Fiscal Impact: The City Commission awarded \$80,000 to the aforementioned project. These funds come from excess sales tax funds that may not be used to general government expenses. The City released \$40,000 for the project. Reallocation of the remaining \$40,000 requires approval from the City Commission.

Legal Review: The City Attorney has not reviewed this item.

Trade-offs: Reducing the grant amount may result in delays to the project's completion or result in Mr. Wilkinson foregoing the project altogether. Mr. Wilkinson received a building permit for the project, so it is likely that he will at least start the project and will probably complete either sixteen or eighteen holes. Alternatively, Mr. Wilkinson may not build all eighteen holes if the City Commission does not provide the full grant amount. Mr. Wilkinson claims that he must reduce the scope of the project due to drainage issues on the property.

Staff Recommendation: The City Manager recommends reducing the grant amount by \$8,888 to reflect an amount equal to a per hole amount multiplied by the two holes removed from the project scope. The City Commission may reallocate these funds to another project.

Commission Actions:

Commissioner _____ moved to authorize the City Manager to amend a grant agreement with Mr. Wade Wilkinson concerning a modified scope for an excess sales tax project for a miniature golf course.

Commissioner _____ seconded the motion.

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Wilkinson Companies

1100 S Denver

El Dorado, Ks 67042

To whom it may concern:

I would like to apply for excess sales tax to build a new 18-hole miniature golf course in our community. I have been working on this project for several years and have not started on it because of the financial investment that it would take. I believe that it would be an asset to the kids in our community, but I have not found a way to make it a profitable adventure with all the upfront costs. According to a recent survey that the City performed, one of the comments made was, "We need more activities for the kids to do".

In my original request, I was offering to donate a piece of land where the course could be installed. I gladly accepted the recommendation from the Sales Tax Committee to receive about half of what was requested, with the approval of the City Commission. With the reduction of funding, I will need to change the design and the location of the course to make it more economical. This would eliminate my offer to donate the land needed since it will be on my current site.

I had originally planned on setting the course further to the West of the bowling alley. My new plan is to locate it closer to the South Entrance of my building which would allow me to install fencing leading to the course. This would allow me to control admittance to the course without having to build another building. I would be able to run everything from behind the existing front counter with our current POS system.

Please see a sample of the course layout and an overview of the new location that are attached.

The money that I am requesting will cover the costs to build a complete and ready facility. The money would be used for the following items.

1. Fencing
2. Installation of Miniature Golf Holes
3. Sidewalks
4. Landscaping
5. Electrical- lighting and security
6. Dirt work
7. Utilities
8. All necessary equipment to operate a miniature golf facility

The total cost requested will be \$80,000.

I do appreciate your consideration for my project. If you have any questions, please feel free to call me anytime.

Wade Wilkinson



316-435-4354

AWL Jr. Specifications

ADVENTURE GOLF SERVICES
1742 Barlow St.
Traverse City, MI. 49686
PH 231-922-8166
FX 231-922-0153



Turf

Hole Cup

--- Suggested pathway
(drawing only)

Rubber Bumper Edging 51)
6' pcs (306' LF)

Shoot over
Bridges

(6)

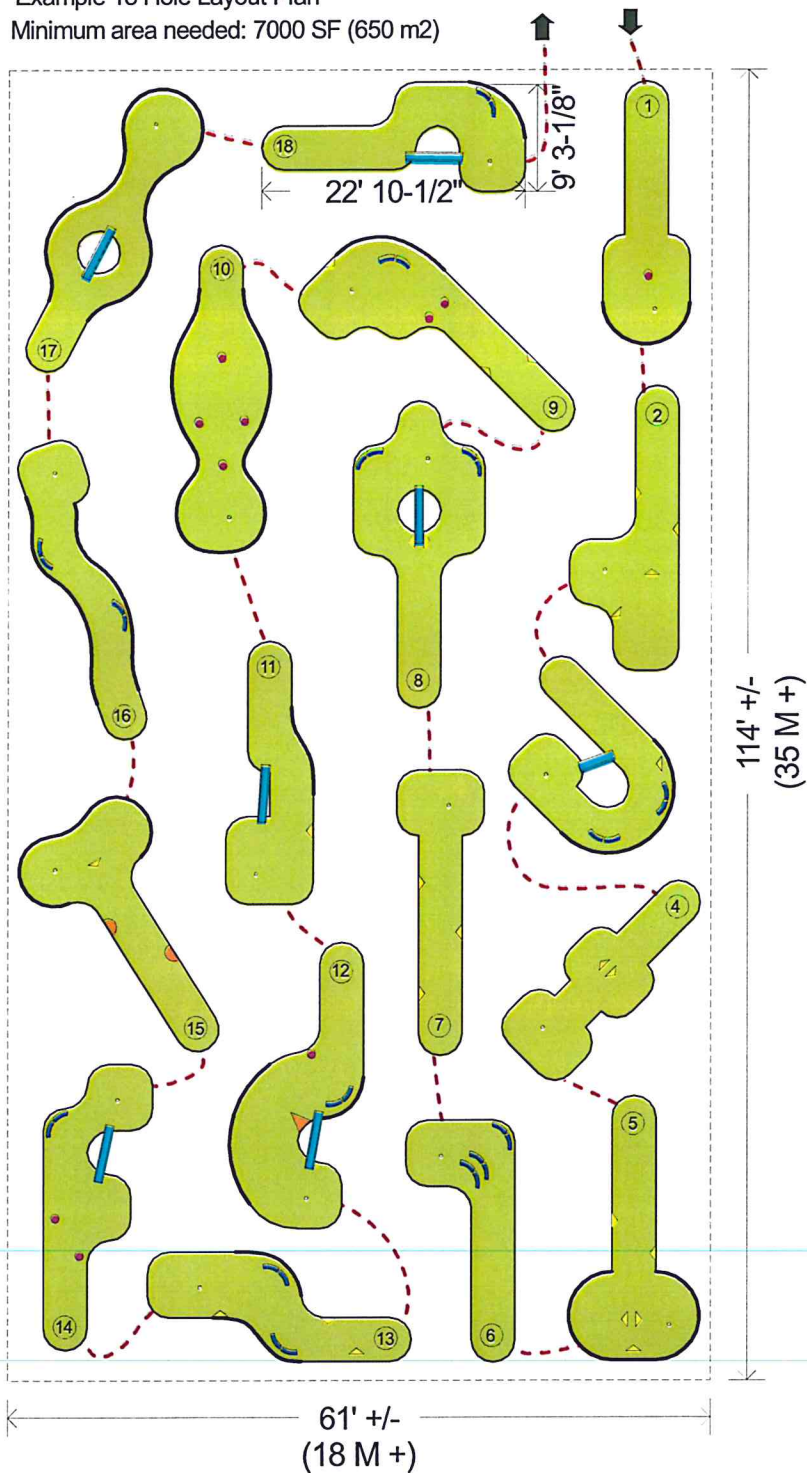
(1)

OPTIONAL HPDE Obstacle Shapes

- Small Round (10)
- 1/2 Large Round (2)
- Small Triangle (25)
- Curve Bar (30)

Mounts included.

Example 18 Hole Layout Plan
Minimum area needed: 7000 SF (650 m2)



290'(s)

Proposed Location

500'(s)

W Enterprise Ave

ZIEGLER 1ST ADD

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



EL DORADO

K A N S A S

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Strategic Plan
DATE: February 8, 2021

Background: The City Manager, with input from the public and staff, developed the 2021 Strategic Plan to help guide policy decisions of the City Commission. The plan defines key priority areas as: Fiscal Stewardship, Municipal Workforce, Infrastructure, Economic Development, Quality of Life, and Municipal Operations. The City will prioritize priority objectives in budget discussions and service delivery. The City will also use the strategic plan to track the City Commission's priorities and to communicate progress on efforts to accomplish defined objectives.

Strategic Priority: The strategic plan defines the strategic priorities of the City Commission and will be used to ensure that projects and initiatives align with the strategic intent of the governing body.

Fiscal Impact: Approval of the strategic plan does not allocate public resources to any strategic priority specifically. The City Manager and staff will develop the budget with a focus on the defined strategic priorities. The City Commission must approve the annual budget before spending may occur. Therefore, strategic priorities will receive special attention during the budget process.

Legal Review: The City Attorney has not reviewed this item.

Trade-offs: The strategic plan will help focus the City on the strategic priorities of the City Commission. Items that do not align with the strategic priorities of the City Commission will require additional scrutiny before allocating public resources.

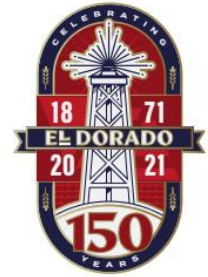
Staff Recommendation: The City Manager recommends approval of the 2021 Strategic Plan.

Commission Actions:

Commissioner _____ moved approve the 2021 Strategic Plan as presented by the City Manager.

Commissioner _____ seconded the motion.

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: City of El Dorado Strategic Plan
DATE: February 15, 2021



VISION STATEMENT: *The City of El Dorado strives to create a desirable place to call home.*

MISSION STATEMENT: *Enhancing Quality of Life by Embracing Service Excellence*

CORE VALUES:

Responsibility – Taking personal ownership for all expectations of self and duty.

Respect – Empathy for the rights, values, beliefs, and property of all people.

Stewardship – Prudently protect and manage community resources.

Integrity – Acting within a code of ethical conduct that reflects our moral foundation.

Excellence – Exceeding standards and maximizing talents to achieve the best outcomes for the community.

Innovation – Continuously expanding on new ideas that enhance efficiency and effectiveness.

STRATEGIC PRIORITIES:

I. Fiscal Stewardship - *The City of El Dorado will prudently manage community resources as a responsible steward.*

- a. Develop a ***balanced operating budget*** that maintains funding levels without requiring an increase to the mill levy.
- b. ***Forecast the financial condition of the City*** over a five-year period to provide service delivery at acceptable levels while anticipating changing fiscal trends.
- c. Develop a ***debt management plan*** that provides for the prudent issuance of municipal debt to meet the needs of the community.
- d. Implement a ***multi-year Capital Improvement Plan*** to provide for the replacement of existing public infrastructure while also adapting to growth opportunities.
- e. Adopt a ***Fleet Replacement Plan*** that provides for the practical replacement of the municipal fleet to reduce maintenance expenses and avoid service delivery disruptions.

II. Municipal Workforce - *The City of El Dorado desires to create a municipal organization that attracts and retains talented individuals dedicated to serving the community.*

- a. Nurture an ***organizational culture that attracts and retains talented individuals*** desiring to serve in municipal government and who exemplify the culture and values of the organization.

- b. Create and maintain a **compensation structure** that attracts and retains talented individuals, incentivizes performance, and maintains regional competitiveness.
- c. Facilitate the **development of knowledge, skills, and abilities** of all individuals within the organization to meet the changing service delivery expectations of the community.
- d. Develop the **leadership capacity** of the organization to foster a culture of excellence through supervision, coaching and mentoring, and accountability.

III. Infrastructure - *The City invests in its public infrastructure provide the basic resources necessary for the community to thrive and prosper.*

- a. Implement a **multi-year Capital Improvement Plan** to provide for the replacement of existing public infrastructure while also adapting to growth opportunities.
- b. Continuously **evaluate public facilities**, provide necessary resources for ongoing maintenance, and plan for future facility needs to maintain service delivery.
- c. Develop a long-term finance plan to prudently manage and pay off debt obligations associated with **water storage capacity** at El Dorado Lake.
- d. Evaluate funding options for **continued investment in critical public infrastructure**.
- e. Continuously **invest in public safety** initiatives, equipment, and technology to provide the El Dorado Police and Fire Departments with the resources needed to preserve order and protect life and property.

IV. Economic Development – *The City of El Dorado actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community.*

- a. Facilitate the **proactive recruitment of industrial development opportunities** that leverage El Dorado’s physical and intangible assets.
- b. Market El Dorado’s **industrial and business parks** as prime sites for development opportunities.
- c. Actively collaborate with downtown stakeholders to **facilitate revitalization efforts in downtown** El Dorado.
- d. Create an environment that nurtures and **supports entrepreneurs** seeking to establish business ventures in the community.
- e. Collaborate with regional stakeholders to facilitate **workforce development** opportunities so workers develop the skills needed for a constantly changing, competitive economy.
- f. Collaborate with area developers and builders to facilitate **housing opportunities** for the community.

V. Quality of Life - *The City of El Dorado desires to create a place where people choose to live and visit.*

- a. Coordinate **recreation opportunities at El Dorado Lake** that attract visitors and enhance the quality of life for residents.
- b. Develop **recreation opportunities beyond traditional sports** so citizens may socialize and exercise.

- c. ***Strengthen existing offerings in traditional sports*** so participants have fun in an experience that fosters learning and development.
- d. ***Market El Dorado*** and its many events and experiences to residents and visitors.
- e. Develop ***fun and engaging events and activities*** so people have something to do after work and school.
- f. Facilitate the ***reduction of blight*** in El Dorado by proactively identifying and addressing vacant and abandoned housing and blighted properties.

VI. Municipal Operations – *The City of El Dorado embraces service delivery excellence and seeks to facilitate innovation and continuous improvement for the betterment of the community.*

- a. Create an organizational culture that focuses on ***customer service excellence*** through practical implementation of the City’s core values and behavioral norms.
- b. Strive for ***continuous improvement*** within the organization to reduce costs, increase efficiencies, and make municipal programs more effective for citizens.
- c. Facilitate ***citizen-centered thinking*** by actively engaging and collaborating with citizens on programs and services desired by the community.
- d. Promote a ***culture of innovation*** where employees may experiment and develop new ways of providing municipal services for the benefit of the public.

EL DORADO

K A N S A S

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Business Park Lot Sale
DATE: February 8, 2021

Background: The City received a good faith offer of \$100,000 to purchase Lots 12 and 13, Block 1 and Lots 12, 13, and 14, Block 3 of the El Dorado Business Park (Lots G, H, J, I, and Q, below). In aggregate, the lots contain approximately 16.2 acres and are priced at \$162,000. The lots do not have any special assessments, although the property requires a private drive onto Towanda Avenue. The plat provides public access from Towanda Avenue by way of Butler Drive, which is presently undeveloped. The City plans to vacate the right-of-way for Butler Drive and require the property owner to re-plat the properties. It will also likely require the City to re-plat the business park to define public right-of-way.



Strategic Priority: Market El Dorado's *industrial and business parks* as prime sites for development opportunities.

Fiscal Impact: The City has no cost involved in the proposed development project. As previously mentioned, the City will likely re-plat the business park following the sale to define public right-of-way. The City will have to pay for the cost of re-platting the remaining lots in the southwest corner of the business park owned by the City.

Legal Review: The City Attorney has not reviewed this item.

Trade-offs: The good faith offer represents an opportunity to develop a portion of the business park and expand the City's tax base. Failure to close on the transaction will make the properties available to other opportunities, although it negates the purpose of the business park. The City will incur future expenses because of the proposal. Even so, this should not deter the sale.

Staff Recommendation: The City Manager recommends selling certain lots within the El Dorado Business Park for economic development purposes.

Commission Actions:

Commissioner _____ moved to authorize the City Manager to negotiate the sale of certain property within the El Dorado Business Park, as presented, for economic development purposes.

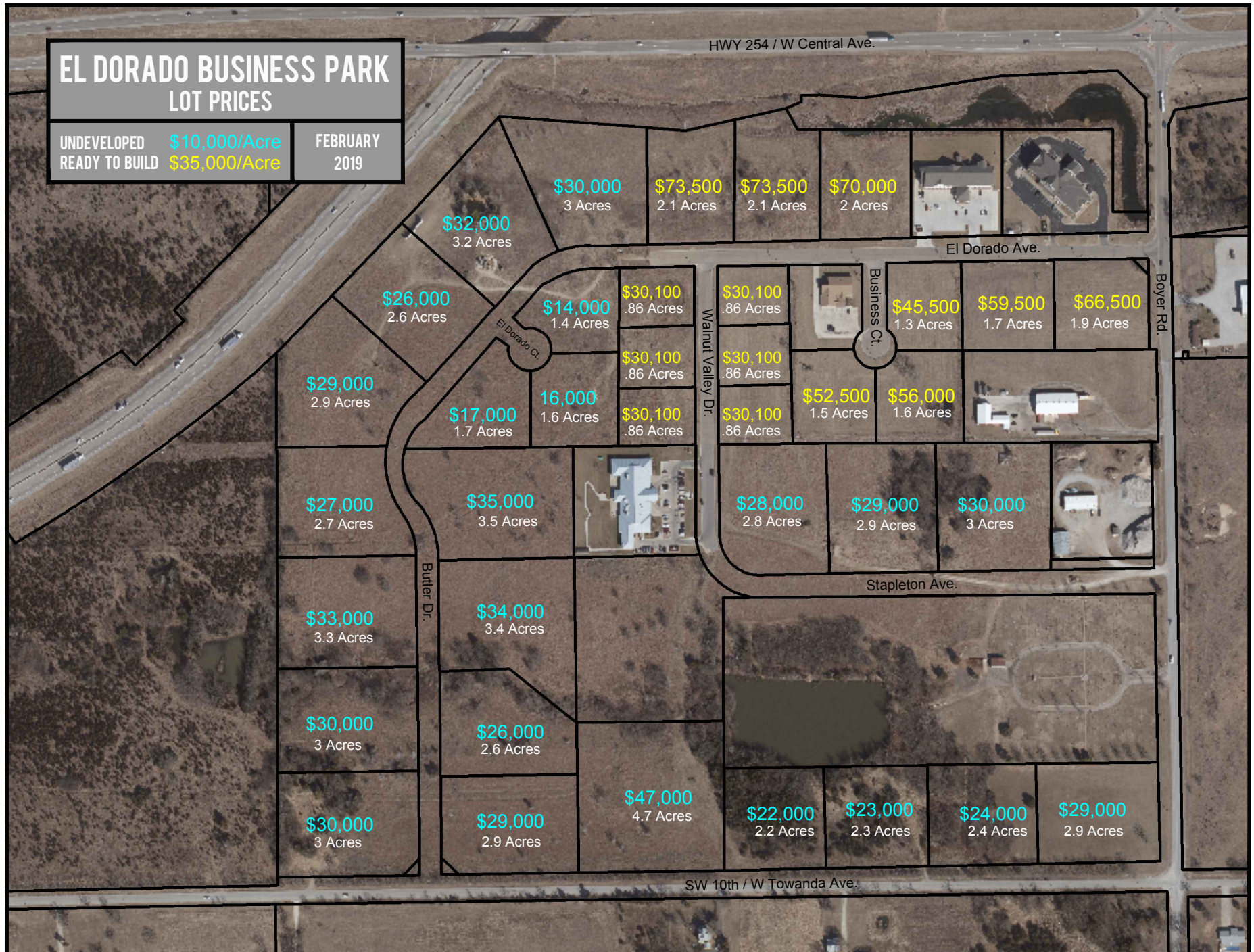
Commissioner _____ seconded the motion.

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EL DORADO BUSINESS PARK LOT PRICES

UNDEVELOPED **\$10,000/Acre**
READY TO BUILD **\$35,000/Acre**

FEBRUARY
2019



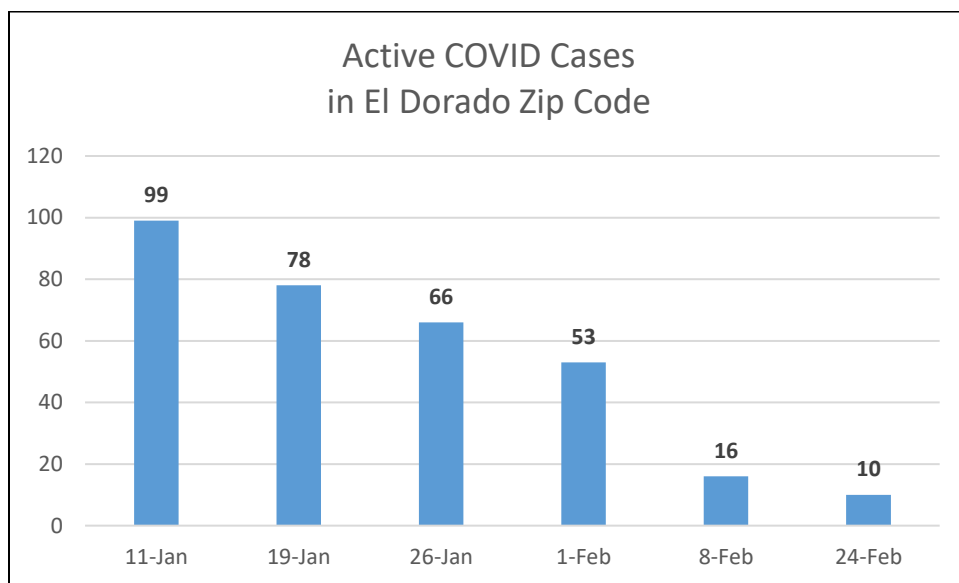
EL DORADO

K A N S A S

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Mask Ordinance Continuation
DATE: February 24, 2021

Background: On December 7, 2020, the City Commission adopted Ordinance No. G-1341 requiring the wearing of a mask or face covering to mitigate the spread of COVID-19. The Commission extended the provisions of Ordinance No. G-1341 for an additional forty-five days with the adoption of Ordinance No. G-1345. The current ordinance will expire March 17, unless City Commission votes to extend the provisions of the ordinance.

The Butler County Health Department confirmed that as of February 24, 2021 there were 10 active cases in the El Dorado zip code area, and 37 active cases in Butler County. Two weeks prior, there were sixteen active cases in El Dorado.



Policy Commentary: Adoption of a municipal mask ordinance will create a novel offense requiring attention and enforcement by the El Dorado Police Department. The department will respond to possible violations of the ordinance only as law enforcement resources allow. Higher priority calls for service, as determined by the Police Department, will receive attention before responding to any alleged mask ordinance violations. In addition, the El Dorado Police Department's initial enforcement duties will involve education rather than strict enforcement. To date, there have only been six mask complaints called in to dispatch so far this year. The Police Department has not issued any citations for violations of an ordinance requiring the wearing of masks or face coverings.

Fiscal Impact: The City does not anticipate any meaningful impact to the City's budget as a result of adoption of any local ordinance requiring encourage mask or face coverings. The City will conduct an education

campaign to inform the public of the adoption of a mask ordinance and communicate the rationale for wearing a mask, although this effort is expected to require negligible public resources. Enforcement of the ordinance will use existing resources; a dedicated police officer will not be made available to respond to anticipated high volumes of call activity related to the mask ordinance.

Staff notes that if court costs and fees are included with the fine for violating the ordinance, the total cost to violators increases as follows. The City retains \$66.50 of the \$90 in court costs assessed by Ordinance No. G-1250. The remaining \$23.50 are sent to the State of Kansas.

- a. First offense from \$25 to \$115
- b. Second offense from \$50 to \$140
- c. Third and subsequent offenses from \$100 to \$190

Legal Review: The City Attorney believes the ordinance, as written, is enforceable under the City's home rule authority.

Trade-offs: There is no clear evidence that a mask mandate will reduce the number of positive cases in El Dorado. Non-compliance will still occur because the City lacks the resources to meticulously enforce an ordinance. People who wear masks or face coverings are still susceptible to infection from the coronavirus. Even so, wearing masks or face coverings reduces the probability of infection and minimizes the potential for continued spread of COVID-19 throughout the community.

Commission Action:

Commissioner _____ moved to approve Ordinance No. G-1346, an Ordinance continuing the requirement for the wearing of masks or other face coverings in public space in El Dorado, Kansas.

Commissioner _____ seconded the motion.

Roll Call Vote

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

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ORDINANCE NO. G-1346

AN ORDINANCE CONTINUING THE REQUIREMENT FOR THE WEARING OF MASKS OR OTHER FACE COVERINGS IN PUBLIC SPACES IN EL DORADO, KANSAS

WHEREAS, securing the health, safety, and economic well-being of residents of the City of El Dorado is the priority of the City Commission; and

WHEREAS, on December 7, 2020, the City Commission adopted Ordinance No. G-1341 requiring the wearing of masks or other face coverings in public spaces in El Dorado;

WHEREAS, the requirements of said ordinance was extended until March 18, 2021 with the adoption of Ordinance No. G-1345;

WHEREAS, the spread of COVID-19 is a danger to the health and safety of residents of El Dorado and also presents a serious threat to keeping the El Dorado economy open and thriving; and

WHEREAS, wearing a mask in public is the easiest and most effective way to protect each other and help keep our businesses open and our economy running; and

WHEREAS, the City Commission of the City of El Dorado deems it necessary and appropriate to adopt a local ordinance continuing the provisions of Ordinance No. G-1341 and G-1345 within the corporate limits of the City of El Dorado; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of our responsibility to provide for and ensure the health, safety, security, and welfare of the people of the City of El Dorado, requiring that masks or other face coverings be worn in public spaces is necessary to promote and secure the safety and protection of the civilian population,

SO NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of El Dorado, Kansas:

SECTION 1. Definitions. The following terms shall have the following meanings:

- a. "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- b. "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

SECTION 2. Requirements of persons. All persons in the City of El Dorado shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

- a. Inside any indoor public space where distancing of six feet at all times is not possible;
- b. In line and waiting to enter an indoor public space;
- c. Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee or healthcare provider;
- d. Waiting for or riding on public transportation or while in a taxi, private car service, or ridesharing vehicle; or
- e. While outdoors in public spaces and unable to maintain a six-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

SECTION 3. Requirements of businesses, organizations, and non-profit associations. All businesses, organizations, and non-profit associations operating within the corporate limits of the City of El Dorado must require all employees, customers, visitors, members, and the public to wear a mask or other face covering when:

- a. Employees are working in any space visited by customers, members of the public or co-workers, who are present at the time;
- b. Employees are working in any space where food is prepared or packaged for sale or distribution to others;
- c. Customers, members, visitors, or members of the public are in a facility managed by the business or organization; or
- d. Employees are in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a six-foot distance except for infrequent or incidental moments of closer proximity.

SECTION 4. Exemptions. The following individuals are exempt from wearing masks or other face coverings in the situations described in Sections 2 and 3:

- a. Persons age five years or under; children age two years and under in particular should not wear a face covering because of the risk of suffocation;
- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;

- c. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a six-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
- g. Athletes who are engaged in an organized sports activity that allows athletes to maintain a six-foot distance from others with only infrequent or incidental moments of closer proximity;
- h. Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- i. Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and
- j. Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

SECTION 5. Enforcement, violations and penalties.

- a. Any person, business, organization, or non-profit association violating the provisions of this ordinance shall be guilty of misdemeanor, punishable by:
 - 1. A fine of no less than twenty-five dollars (\$25.00) upon a first violation.
 - 2. A fine of no less than fifty dollars (\$50.00) upon a second violation.
 - 3. A fine of no less than one hundred dollars (\$100.00) upon a third or subsequent violation.
 - 4. Each occurrence of a violation of this ordinance shall be considered a separate and distinct violation.

SECTION 6. Effective. This ordinance shall be in full force and effect for forty-five days from March 17, 2021 and after publication once in the official city newspaper by the following summary unless otherwise extended by an ordinance duly adopted by the City Commission.

Ordinance No.G-1346 Summary

On March 1, 2021, the City Commission passed Ordinance No. G-1346. The Ordinance requires the wearing of masks or other face coverings in public spaces; addresses the requirements of persons, businesses, organizations, and non-profit associations; outlines specific exemptions from the requirement of wearing masks or other face coverings; and addresses the penalties for a first, second, and any subsequent violations of the Ordinance. A complete copy of the Ordinance may be found at www.eldoks.com or in the office of the City Clerk, 220 E. First Avenue, El Dorado, KS 67042, free of charge. This summary is certified by the City's legal counsel.

PASSED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, this 1st day of March, 2021.

Bill Young, Mayor

[SEAL]

ATTEST:

Tabitha Sharp, City Clerk

The publication summary set forth above is certified this 1st day of March, 2021.

Ashlyn Lindskog, City Attorney