



EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
January 3, 2022 – 6:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** – David Crook, Southern Baptist Church
- 4. Pledge of Allegiance** – Circle Middle School Student Council

Proclamations and Recognition

5. [None](#)

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

6. None

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

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

9. Approval of [City Commission Minutes from December 20, 2021 and Special City Commission Minutes from December 15 and December 20, 2021.](#)

Old Business

10. None

New Business

11. [Annexation Consent Agreement with El Paso CGP Company, LLC and Ordinance](#)
12. [Turnpike and Parallel Annexation Ordinance](#)

Discussion Items

13. None

Reports

14. City Commission and Advisory Board Updates
15. City Manager

Executive Session

16. None

Adjournment

17. Consideration of a motion to adjourn the January 3, 2022 regular meeting

PUBLIC COMMENT POLICY:

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

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

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

EL DORADO CITY COMMISSION MEETING

December 20, 2021

The El Dorado City Commission met in a regular session on December 20, 2021 at 6:30 p.m. in the Commission Room with the following present: Vice Mayor Kendra Wilkinson, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Leon Leachman, City Manager David Dillner, City Attorney Ashlyn Lindskog, Finance Director Alyssa Warner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: Mayor Bill Young.

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Brad Meyer	220 E 1 st Avenue	El Dorado, KS
Jason Patty	220 E 1 st Avenue	El Dorado, KS
Kevin Wishart	220 E 1 st Avenue	El Dorado, KS

CALL TO ORDER

Vice Mayor Kendra Wilkinson called the December 20, 2021 meeting to order.

INVOCATION

Commissioner Leon Leachman opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PUBLIC COMMENT

Vice Mayor Kendra Wilkinson opened the floor for public comments.

There were none.

CONSENT AGENDA

Approval of the City Commission minutes from December 6, 2021.

Approval of Appropriation Ordinance No. 11-21 in the amount of \$1,235,264.54.

Commissioner Kelly Tetrick moved to approve the consent agenda as presented.

Commissioner Gregg Lewis seconded the motion.

Motion carried 4 – 0.

NEW BUSINESS

EL DORADO CITY COMMISSION MEETING
FAA AIRPORT RESCUE GRANT AGREEMENT

December 20, 2021

City Manager David Dillner stated that the Federal Aviation Administration (FAA) will provide the Captain Jack Thomas Memorial Airport in El Dorado with a \$32,000 grant from the American Rescue Plan Act of 2021. The grant provides economic relief funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, debt service payments, and combating the spread of pathogens at the airport.

Commissioner Leon Leachman moved to approve an Airport Rescue Grant Agreement for the Captain Jack Thomas Memorial Airport and authorizes the City Manager to execute said agreement and related documents necessary for the administration of the grant.

Commissioner Gregg Lewis seconded the motion.

Motion carried 4 – 0.

LAKE RECREATION MASTER PLAN

City Manager David Dillner stated that after the discussion at the work session last week, he thought it was best that the City Commission take official action so that it was on record. He stated that the City Commission had previously approved moving forward with a Request for Proposals process. He stated that staff interviewed three or four of the companies and selected PEC to move forward. He stated that phase one of the study was estimated to cost approximately \$37,500 and the Department of Wildlife and Parks had verbally agreed to pay a portion of that cost. He stated that after the City Commission discussed it last week, staff have provided the motion to discontinue the project.

Vice Mayor Kendra Wilkinson asked if there was revenue received by the city from events like the Jet Ski races.

City Manager Dillner stated that there is not a direct revenue source, presumably some of the visitors to the lake would shop in El Dorado, but we do not currently have a way to see that effect.

Vice Mayor Wilkinson asked if the City could still utilize the lake for events.

City Manager Dillner stated that there is nothing that prevents us from working with them on projects in the future.

Vice Mayor Wilkinson confirmed that we could not use it for housing and they would not allow us to build a lodge either.

City Manager Dillner stated that there are boundaries set by the Department of Wildlife and Parks and so any development that would happen could not take place within those areas and therefore would not be directly adjacent to the lake.

EL DORADO CITY COMMISSION MEETING

December 20, 2021

Vice Mayor Wilkinson asked if there was anything that doing a master plan would gain us as opposed to not doing one.

City Manager Dillner stated that he did not believe so. He felt that the State Park was very agreeable to working with us on events or projects we bring to them and so a master plan may not be necessary.

Commissioner Gregg Lewis moved to discontinue the Lake Master Plan Project.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 4 – 0.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

There were no reports.

CITY MANAGER REPORT

City Manager David Dillner stated that he did not have anything at this time.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 5:42 p.m.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 4 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

December 15, 2021

The El Dorado City Commission met in special session on December 15, 2021 at 5:00 pm at 220 E 1st Avenue with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Leon Leachman, 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
Kevin Wishart	220 E 1 st Ave	El Dorado, KS
Jason Patty	220 E 1 st Ave	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the December 15, 2021 Special City Commission meeting to order at 5:00 p.m.

WORK SESSION DISCUSSION ITEMS

COMMISSION ORIENTATION

City Manager David Dillner provide the Commission with an orientation and gave them items to review before the next meeting. He asked them to consider what they might want to adopt as Strategic Priorities for the next year.

Mayor Bill Young stated that he would like to list housing development and an update to the comprehensive plan.

Commissioner Leon Leachman stated that he would like to talk about the homeless problem, creative ways to generate lake revenue and the swimming pool.

Commissioner Kelly Tetrick stated that he would like to include approaches to lake debt.

EL DORADO HOTEL INCENTIVE DISCUSSION

City Manager David Dillner stated that the City had been contacted regarding a new development east of El Dorado. He stated that they had requested that the City pay for a sewer extension, but the City's policy is that we pay for water and some street items, but sewer is paid for by the developer. He stated that there would be no benefit to any other property with this project. He stated that in order to allow this, the City Commission would need to change the infrastructure policy.

City Engineer Scott Rickard stated that staff have attempted to reach out to him, but we have not heard back from him.

The City Commission stated that they were not willing to adjust the policy at this time.

9TH AVENUE IMPROVEMENT PROJECT

Mayor Bill Young stated that he had asked staff to put this on the agenda. He stated that due to the cost of this project, he wanted to know if there was an alternative way to do the project so that the funds for this project could be spent elsewhere.

City Manager David Dillner stated that very recently, staff were able to get in touch with the railroad and after they came out and looked at the project, they have verbally agreed to pay \$300,000.

City Engineer Scott Rickard stated that the total cost of the project is about \$1.2 million, the benefit district responsibility is about \$500,000 and the City-at-large is \$150,000. He stated that there are some things unique to the project that have added about \$200,000 to the City cost. He stated that with the railroad agreeing to pay \$300,000 on the project the City-at-large portion will be reduced to \$400,000.

The City Commission agreed to move forward with the project as planned.

LAKE RECREATION MASTER PLAN

Mayor Bill Young stated that he was concerned about spending so much money on a master plan for the lake when it doesn't benefit the tax base of El Dorado. He stated that with the regulations put in place by the State of Kansas, much of the development that we would be interested in is not possible. He asked if the rest of the Commission wanted to continue with the project.

The City Commission agreed that they could come up with other ways to work with the lake without spending these funds.

REGULAR AGENDA PREVIEW

The City Commission reviewed the items to be placed on a future agenda.

COMMISSION REPORTS

There were no reports.

ADJOURNMENT

Commissioner Kendra Wilkinson moved to adjourn the meeting at 7:15 p.m.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

December 20, 2021

The El Dorado City Commission met in special session on December 20, 2021 at 5:30 pm at 220 E 1st Avenue with the following present: Vice Mayor Kendra Wilkinson, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Leon Leachman, City Manager David Dillner, City Attorney Ashlyn Lindskog, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: Mayor Bill Young

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Alyssa Warner	220 E 1 st Ave	El Dorado, KS
Kevin Wishart	220 E 1 st Ave	El Dorado, KS
Jason Patty	220 E 1 st Ave	El Dorado, KS
Brad Meyer	220 E 1 st Ave	El Dorado, KS

CALL TO ORDER

Vice Mayor Kendra Wilkinson called the December 20, 2021 Special City Commission meeting to order following the regular session.

WORK SESSION DISCUSSION ITEMS

COMMISSION ORIENTATION

City Manager David Dillner continued the Commission orientation, discussing current projects and policies.

City Attorney Ashlyn Lindskog reviewed conflicts of interest and how to address them.

TALL WEEDS AND GRASS ORDINANCE

City Manager David Dillner stated that he would like to get direction from the Commission on how to proceed with the question regarding tall weeds and grass.

City Attorney Ashlyn Lindskog stated that the notice to the Storandtts has been stayed until the Commission makes a decision.

The City Commission stated that they would like to have a conversation regarding the Storandtts proposal in January. They stated that they still wanted to have an ordinance regarding tall weeds and grass, but would consider the decorative grass proposal.

CIC ANNEXATION AGREEMENT

City Manager David Dillner stated that staff are requesting that this land be annexed and placed into the land bank until the property can be developed. He stated that staff will bring an ordinance to the Commission at the next regular meeting.

REFUSE RATE PLAN

City Manager David Dillner asked that this item be removed until staff have more time to complete the proposal.

REGULAR AGENDA PREVIEW

The City Commission reviewed the items to be placed on a future agenda.

COMMISSION REPORTS

There were no reports.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 8:05 p.m.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 4 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: El Paso CGP Annexation
DATE: December 30, 2021

Background: As part of its proactive economic development efforts, the City approached the property owner of two large tracts of land north of Refinery Road (shown as the site delineated with a “1” on the accompanying map) to determine the level of interest in annexing the properties into the corporate limits of the City. By doing so, the property owners would shorten the approval time necessary to commence development of the tracts should an economic development prospect elect to locate in El Dorado on the sites. The subject properties are the site of the former Coastal refinery.

Presently, the properties are not subject to property taxes levied by the City, as they are not within the corporate limits of the City. The consent annexation agreement between the City and property owner provides for a rebate of any property taxes levied against the properties by the City until the subject properties develop.

Policy Issue: Should the City annex ninety-five acres, more or less, for the purposes of facilitating industrial development within the corporate limits of El Dorado?

Strategic Priority: This item facilitates the progress in the following goals and objectives of the adopted Strategic Plan:

- **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.*
 - Facilitate the **proactive recruitment of industrial development opportunities** that leverage El Dorado’s physical and intangible assets.
 - Market El Dorado’s **industrial and business parks** as prime sites for development opportunities.

Attachments: Annexation Map; El Paso CGP Annexation Consent Agreement; Boundary Survey and Lot Split Exhibit; and El Paso CGP Annexation Ordinance

Fiscal Impact: Presently, the City does not receive tax revenues from the properties identified for annexation because the property is not located within the corporate limits of the City of El Dorado. The property will be liable for property taxes levied by the City, although the City will rebate these taxes back to the property owner as provided in a consent annexation agreement between the City and the property owner until the properties develop.

The City will not incur financial obligations for public services rendered to the properties, as they are presently undeveloped. Therefore, the properties will not require significant public expenditures until and only if the properties should develop. The City’s future land use map shows the subject properties as future industrial land that will require public infrastructure. The properties, once developed, will also require public services not

presently provided to them. At that time, revenue generated from the properties will be used to offset the City's expenses necessary to extend public services.

Legal Review: The City Attorney reviewed and approved the consent annexation agreement between the parties.

Trade-offs: In today's globally competitive environment, economic development deals require timely responsiveness from communities. Municipalities that can provide "shovel-ready" sites with a shortened permitting process will likely receive stronger consideration than other sites that may not be ready for development despite meeting the prospects site development needs.

The proposed annexation allows the City to work with the property owner to proactively market the properties while ensuring that the sites have a shorter approval process than if not otherwise annexed. Staff estimates that annexation and a subsequent rezoning may shorten the approval process for a prospective development by 60 to 120 days. Failure to begin this proactive schedule may make the sites, and the City, less competitive for industrial development when compared with other sites throughout the nation.

Staff Recommendation: Staff recommends approval of the consent annexation agreement and the annexation ordinance as prepared and presented.

Commission Actions: The City Commission has two actions in order to approve this item as follows:

Commissioner _____ moved to approve an Annexation Consent Agreement with El Paso CGP Company, LLC. and authorize the Mayor to execute the contract.

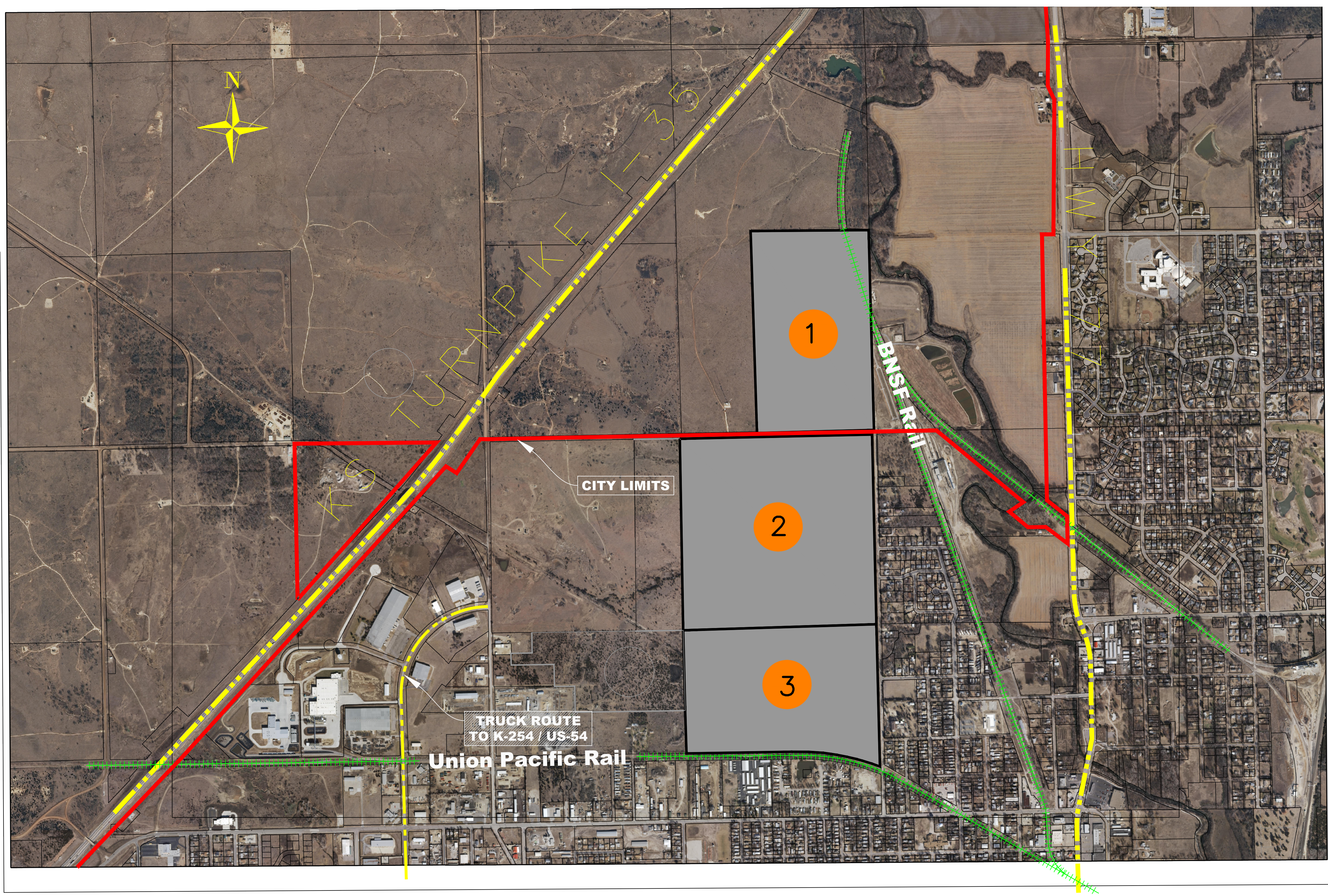
Commissioner _____ seconded the motion.

Commissioner _____ moved to approve Ordinance No. G-1365 annexing certain real property into the corporate limits of the City of El Dorado, Kansas, pursuant to K.S.A. 12-520, and amendments thereto.

Commissioner _____ seconded the motion.

Next Agenda Item

Back to the Agenda



1 TRACT ONE
ACRES
OWNERSHIP

157
CIC INDUSTRIES, INC.

2 TRACT TWO
ACRES
OWNERSHIP

98
CIC INDUSTRIES, INC.

3 TRACT THREE
ACRES
OWNERSHIP

90
CIC INDUSTRIES, INC.

ANNEXATION CONSENT AGREEMENT

This ANNEXATION CONSENT AGREEMENT ("Agreement") is made and entered into as of this 10th day of November, 2021, (the "Effective Date") by and among El Paso CGP Company, L.L.C. ("Property Owner") and the City of El Dorado, Kansas, a municipal corporation of the State of Kansas (the "City").

RECITALS

A. The City desires to facilitate the development of industrial land use to create job opportunities, generate private investment, and grow the local tax base.

B. The City desires to facilitate a partnership with the Property Owner to promote, plan for, and develop certain real property described herein for the betterment of the Property Owner, residents of El Dorado, the State of Kansas, and the surrounding region.

C. The Property Owner desires to consent to the annexation of certain real property located in Butler County, Kansas, comprising approximately 103.44 gross acres generally depicted on the map and survey described in **Exhibit A**, attached hereto (the "Site").

D. Annexation of the Site is a condition precedent to the City's having jurisdiction to provide development approvals, cooperate on a development plan for the Site, extend public infrastructure, and share certain municipal funding sources to execute such partnership and development plan.

E. This Agreement shall, for the purposes of K.S.A. 12-520, et seq., serve as the Property Owner's petition for the Site to be annexed and incorporated into the legal boundaries of the City.

F. Pursuant to K.S.A. 12-520(a)(f), the City shall not require a resolution, notice, and public hearing as a prerequisite to annexation of land as the annexation will be done with the consent of the Property Owner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Definitions. The following words or phrases shall be defined as follows for the purposes of this Agreement:

- a. "Board of County Commissioners" shall mean the Board of County Commissioners of Butler County, Kansas;
- b. "City" shall mean the City of El Dorado, Kansas, a municipal corporation of the State of Kansas;
- c. "City Commission" shall mean the governing body of the City of El Dorado, Kansas;

- d. "Claimant" is defined in Paragraph 13 of this Agreement.
 - e. "County" shall mean Butler County, Kansas, a political subdivision of the State of Kansas;
 - f. "Effective Date" shall mean the date when this Agreement is fully executed by the parties.
 - g. "Effective Period" shall mean the period beginning with the Effective Date and continuing until development occurs on the Site, as defined herein, or the Agreement is otherwise terminated by either party as provided herein;
 - h. "Property Owner" shall mean El Paso CGP Company, L.L.C.
 - i. "Fire District" shall mean the El Dorado Township Fire District; and
 - j. "Site" shall mean the geographic area legally described as provided in and more generally described in **Exhibit A** to this Agreement.
2. **Consent to Annexation.** Subject to the terms and conditions set forth herein, the execution of this Agreement will constitute the Property Owner's consent, as of the Effective Date, to the annexation of the Site by the City within the meaning of K.S.A. 12-520(a)(7) and K.S.A. 12-534, and amendments thereto.
3. **Annexation Ordinance.** The City shall adopt an ordinance, generally in form as attached and provided in **Exhibit C**, annexing the Site within sixty (60) days following the Effective Date of this Agreement. The Ordinance shall take effect upon publication in accordance with K.S.A. 12-523, as amended.
4. **Extension of Services.** Except for and subject to services to be provided by another service provider, or that are otherwise defined by the terms and conditions of this Agreement, the parties acknowledge that, upon publication of the Ordinance, the City shall make available to the Property Owner and the Site all typical municipal services in accordance with uniformly applied ordinances, regulations, and policies. The types and manner of municipal services is set forth in **Exhibit D**, attached hereto. Such services shall remain at existing service levels, unless otherwise provided in **Exhibit D**, until development, as defined by this Agreement, occurs or improvements are petitioned by the Property Owner, or adjacent property owners, or otherwise initiated by the City.
5. **Zoning.** Within ninety (90) days following publication of the Ordinance, the Property Owner will file an application, to rezone the Site from its existing Butler County zoning classification to a suitable municipal zoning classification for the Site; provided that, and subject to provisions herein, the Site shall not otherwise be subject to any more restrictive development rules or standards than are required generally for other similarly zoned districts located within the corporate limits of the City, recognizing that the Site is subject to two existing Kansas Department of Health and Environment Environmental Use Control Agreements, being Document Numbers 18-EUC-0027 and 20-EUC-0016, Project Number C2-008-70243.

6. **Local Taxation.** The Property Owner shall remit payment for any permits or fees applicable to the development or use of the Site, unless otherwise exempt by any federal or state law, local ordinance, or agreement. The Property Owner acknowledges that any private development or business enterprise conducted within the legally described boundaries of the Site shall be subject to applicable local taxes and fees, except as otherwise provided herein or by local ordinance.
7. **Property Tax Rebate.** The City shall rebate all ad valorem property taxes directly levied by Butler County on behalf of the City and paid by the Property Owner until development occurs on the Site. Such rebate shall be paid by City to Property Owner within fifteen (15) business days of the City receiving an ad valorem property tax payment from Butler County. Development shall be considered as commenced when the Property Owner, or an agent representing the Property Owner, obtains a permit to construct improvements upon the Site. The aforementioned rebate shall cease in the event the Property Owner becomes delinquent on the payment of any ad valorem property taxes or special assessments levied against the Site by Butler County.
8. **Termination of Property Tax Rebate.** The City will suspend the aforementioned Property Tax Rebate provision in the event the Property Owner defaults on the payment of ad valorem property taxes at any time during the Effective Period of this Agreement. The suspension shall be removed and the rebate reinstated if the Property Owner becomes current on an outstanding ad valorem property tax obligation within ninety (90) days of first becoming delinquent. The rebate shall be terminated in the event the Property Owner does not become current within ninety (90) days, or in the event the Property Owner becomes delinquent on the payment of ad valorem property taxes two or more times during the Effective Period of this Agreement.
9. **Special Assessments.** The Property Owner shall not protest any special assessments levied against the Site for the financing of public infrastructure improvements.
10. **Associated Costs.** The City shall pay any costs associated with the administration of this Agreement, and shall not seek reimbursement or refunding of any such costs from the Property Owner.
11. **Other Agreements.** Nothing in this Agreement shall amend or impair any existing agreements between the parties. The City shall negotiate agreements with existing utility providers to ensure the continued provision of public services as currently provided and as otherwise defined in **Exhibit D**.
12. **Representations of Parties.** The parties each represent that: (a) it has the legal power, right, and authority to enter into Agreement; (b) all requisite action has been taken in connection with the entering into of this Agreement; (c) the individual executing this Agreement on behalf of the party has the legal power, right, and actual authority to bind the party to the terms and conditions of this Agreement; and (d) this Agreement is and shall be valid, legally binding, and enforceable against the party in accordance with its terms.\

13. **Defaults; Specific Performance.** The failure of any party to perform any obligation set forth in this Agreement, after receiving notice and failing to cure, constitutes a default under this Agreement. A party claiming a default ("Claimant") shall give written notice of default to the allegedly defaulting party, specifying the default complained of. The Claimant shall not institute proceedings against the allegedly defaulting party if such allegedly defaulting party, within fourteen (14) days from receipt of such notice, commences to cure, correct, or remedy such alleged failure and shall thereafter pursue with diligence such cure, correction, or remedy to completion. If a default under this Agreement is not fully cured by the defaulting party, the Claimant at its option may thereafter, but not before, commence an action in the District Court of Butler County, Kansas for specific performance of the terms of this Agreement.
14. **De-annexation.** In the event the City does not meet its obligations as set forth by this Agreement and any additional agreements or plans between the parties, the City shall de-annex the Site pursuant to K.S.A. 12-504 *et seq.*, or amendments thereto, at the request of the Property Owner of such portions of the Site for which de-annexation is requested, and this Agreement shall automatically terminate as to that portion de-annexed and be of no further force and effect. Such de-annexation proceedings shall commence within ninety (90) days of the Property Owner's written request to the City to proceed with de-annexation, after all other opportunities to cure the default by the City have gone to no avail.
15. **Officials Not to Benefit.** No locally-elected official shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
16. **Inaction Not a Waiver of Default.** Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights and remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.
17. **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by reference for all purposes.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by any party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
19. **Amendment.** The terms of this Agreement may not be modified or amended except by an instrument, in writing, executed by each of the parties hereto.
20. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

This Agreement shall not modify any existing agreements with third parties or assign any rights or obligations thereof to either party to this Agreement.

21. **Captions.** Any captions to, or headings of, the paragraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement, or any portion thereof.
22. **Validity and Severability.** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that any unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.
23. **Time of Essence.** Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matter hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
24. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
25. **Notices.** Whenever written notice is required to be given under this Agreement, notice shall be sufficient if given by (i) personal service, (ii) successful facsimile transmission, (iii) certified mail, postage prepaid, return receipt requested, or (iv) overnight courier.

To the City: City of El Dorado
 Attn: City Clerk
 220 E. First Avenue
 El Dorado, KS 67042

To Property Owner: El Paso CGP Company, L.L.C.
 Attn: Terence J. Woolfe
 1001 Louisiana Street
 Houston, TX 77002

26. **Construction.** The parties hereto acknowledge that (i) each party hereto is of equal bargaining strength; (ii) each such party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each party has had ample opportunity to consult with such party's own, independent counsel, and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement; (iv) each such party and such party's counsel and advisors have reviewed this Agreement; (v) each such party has agreed to enter into this Agreement following such review and the rendering of such advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions thereof, or any amendments hereto.

27. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. The parties acknowledge that the use of electronically transmitted signatures, whether by telecopy and/or email, in place of original signatures on this Agreement is expressly allowed. Each party intends to be bound by its signature on any such electronically-transmitted document, is aware that the other party will rely on the electronically-transmitted signature, and hereby waives any defenses to the enforcement of the terms of this Amendment based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF EL DORADO, KANSAS,
a Kansas municipal corporation ("City")

By: Bill Young, Mayor

Attest:

Tabitha Sharp, City Clerk

Approved as to Form:

Ashlyn Lindskog, City Attorney

State of Kansas)
) ss.
County of Butler)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, personally appeared **Bill Young, Mayor of the City of El Dorado, Kansas**, to me personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Notary Public

My appointment expires:

EL PASO CGP Company, L.L.C.

By: Corey Staab

Name: Corey Staab

Title: Vice President

State of Texas)
) ss.
County of Harris)

On this 10th day of November, 2021, before me, the undersigned, a Notary Public, personally appeared Corey Staab, Vice President, personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Terence J. Woolfe
Notary Public

My appointment expires:

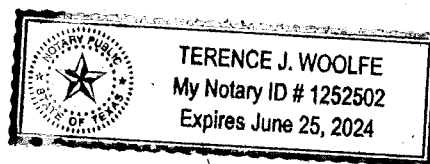


EXHIBIT A

General Map Depicting Real Property to be Annexed and Survey with Legal Description

EXHIBIT B

Form of Annexation Ordinance

ORDINANCE NO. ____

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS, PURSUANT TO K.S.A. 12-520

WHEREAS, El PASO CGP Company, L.L.C. (the "Property Owner") as owner of certain real property described herein desires to have the City annex said real property into the corporate boundaries of the City of El Dorado, Kansas;

WHEREAS, the City of El Dorado and the Property Owner have entered into an Annexation Consent Agreement, dated _____, 20__, stating the desire and intent of both parties to have certain described real property annexed into the corporate limits of the City;

WHEREAS, the City Commission confirms that the described real property adjoins the corporate boundaries of the City as of the date of adoption for this Ordinance; and

WHEREAS, a Annexation Consent Agreement between the parties and dated [insert date] _____, ____ shall, for the purposes of K.S.A. 12-520, et seq., serve as the Property Owner's petition for the Site to be annexed and incorporated into the legal boundaries of the City.

WHEREAS, pursuant to K.S.A. 12-520(a)(f), the City shall not require a resolution, notice, and public hearing as a prerequisite to annexation of land as the annexation will be done under the consent of the Property Owner.

WHEREAS, the City Commission finds that such consent annexation conforms to the requirements for annexation defined by K.S.A 12-520, as amended; and

WHEREAS, the governing body of the City of El Dorado, Kansas, finds it advisable to annex certain real property as legally described in this Ordinance.

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

SECTION 1. That the following described real property is hereby annexed into the corporate limits and made a part of the City of El Dorado, Kansas, pursuant to K.S.A. 12-520:

[Insert legal description of real property to be annexed]

SECTION 2. That pursuant to K.S.A. 12-522, the City Clerk is hereby ordered to file a certified copy of this Ordinance with the Clerk of Butler County, Kansas, the Register of Deeds of Butler, County, Kansas, and the Butler County Election Commissioner.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the governing body of the City of El Dorado, Kansas, this ____ day of _____, 20__.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

EXHIBIT D

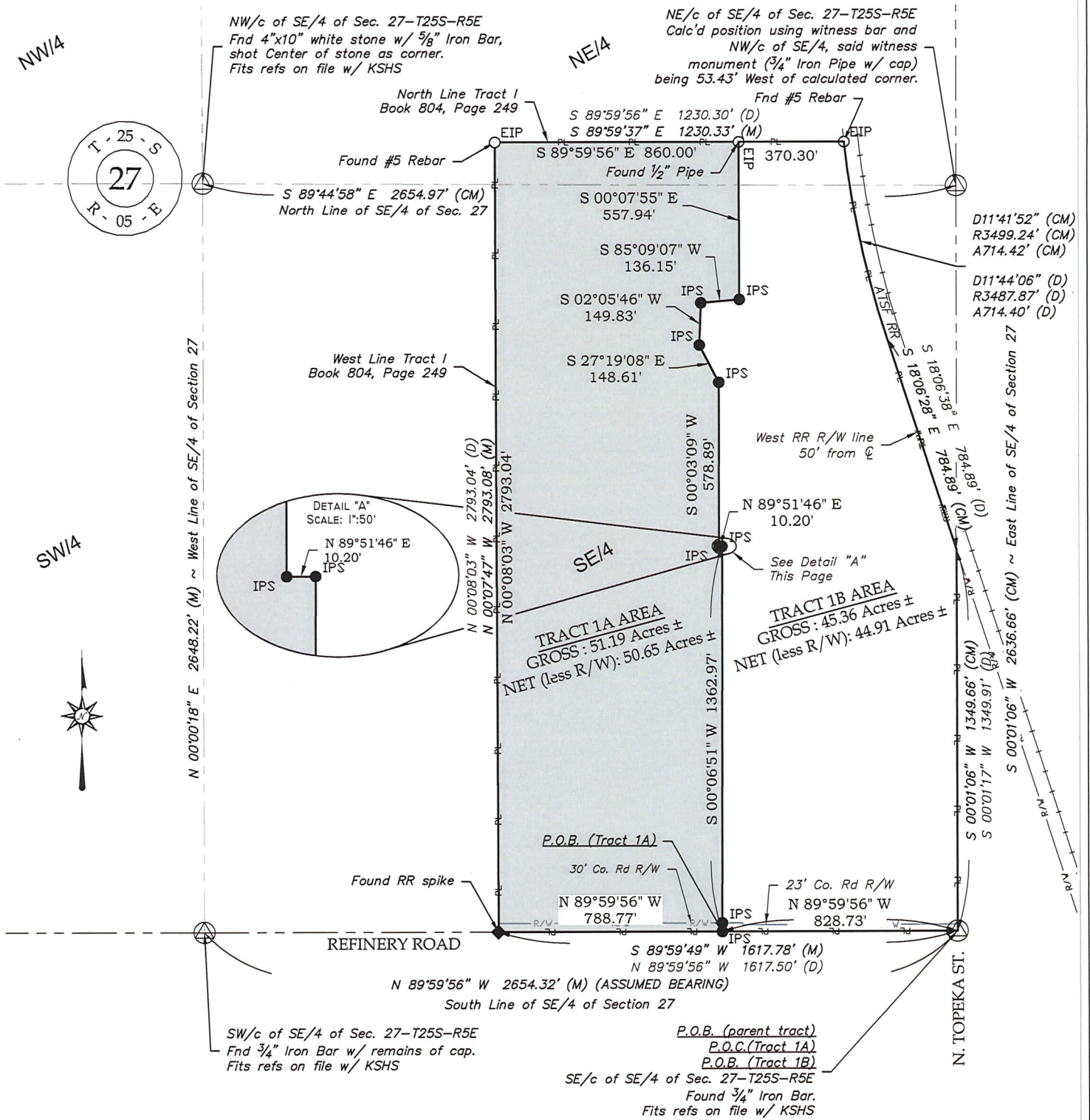
Municipal Services Provided to Site Post-Annexation

Municipal Services	Notes
Right-of-Way Improvements/Maintenance	The City will improve and maintain existing or dedicated public rights-of-way, subject to applicable local policies.
Snow Removal	The City will remove snow on existing city streets per local policy.
Stormwater/Flood Control	No improvements planned upon annexation; localized flooding or stormwater improvements addressed when the Site develops.
Animal Control	The City will provide animal control services to the subject area subject to local policies and regulations.
Refuse Collection	The City will provide solid waste services when the Site develops.
Airport	The City owns and operates a public, general aviation airport. Property Owners/users of Site have the ability to use the airport subject to airport rules and regulations.
Law Enforcement	The City will provide law enforcement services, including criminal investigations, to the Site.
Municipal Court	The municipal court will hear all misdemeanor offenses and municipal citations occurring on the Site. Butler County District Court will serve as the venue for any felony cases or appeals from municipal court.
Fire Protection	The El Dorado Fire Department currently provides fire protection and first response medical services to the subject area, as the Site is located within El Dorado Township Fire District. The Fire District contracts with the El Dorado Fire Department for these services.
Hazardous Materials	The City currently maintains a Hazard Materials Response Agreement with Butler County that includes the subject area. As such, the El Dorado

	Fire Department will continue to provide hazardous materials response to incidents occurring within the annexed area.
Emergency Medical Response	Butler County provides emergency medical service and rescue capabilities to the Site, although El Dorado Fire Department also responds to incidents occurring within the subject area, as needed. Butler County and the City will continue to coordinate on the provision of emergency medical services and rescue needs within the annexed area.
Emergency Dispatch	Dispatch services are currently and will remain under the jurisdiction of Butler County, Kansas.
Parks and Recreation	The City does not plan to develop municipal parks within the annexed area. The City does not currently provide recreation programming within the annexed area. Residents and non-residents may use City parks and recreation services subject to rules and regulations of the Parks and Recreation Department.
Development Review	All future development proposals pertaining to the subject area will require review by the City to ensure compliance with applicable local land use and development regulations.
Capital Project Planning	The City will facilitate a long-term capital project planning process for all municipally owned and maintained public infrastructure located or planned for construction within the annexed area.
Water Treatment and Distribution	The City currently treats raw water from El Dorado Lake and sells it to Rural Water District No. 3, who sells treated water to subject area. The City anticipates negotiating a service territory agreement with the rural water district to assume water service to the subject area.
Sewer Collection and Treatment	The City anticipates providing sanitary sewer service to the Site at the time of development.

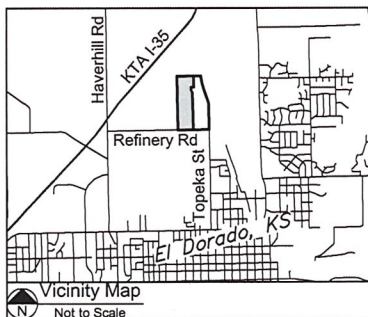
Boundary Survey / Lot Split

A TRACT OF LAND IN THE EAST HALF OF SECTION 27,
T25S-R05E, 6TH P.M., BUTLER CO, KANSAS.



Legend

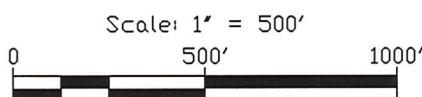
- IPS 1/2" x 24" Iron rebar Set w/ "Merestone CLS-179" Cap
- Section Corner Found
- EIP Existing Iron Pipe
- Existing Iron as noted
- (D) Bearing/Dist from Deed
- (M) Measured Bearing/Dist
- (CM) Cal'c Measured Bearing/Dist



SURVEY NOTES:

- Bearings are based on the South line of the Southeast Quarter of Section 27-T25S-R5E as being N 89°59'56" W.
- Boundary Survey meets or exceeds the current Kansas Minimum Standards for Boundary Surveys at the time of survey.
- Description was prepared on 7/29/2020.
- The purpose of this survey is to split off the tract of land as described.
- See page 3 for descriptions.
- Tract 1A Closure Report
- 6.1. Closure error distance > 0.0161 Error Bearing > S 44d58'35" W
- 6.2. Closure Precision > 1 in 459013.6 Total Distance Traversed > 7386.400

- Section Line
- 1/4 Section Line
- Property Line
- PL PL Parent Tract Line
- Railroad Centerline
- R/W R/W Railroad Right of Way
- Existing Fence Line
- R/W R/W County Rd ROW Line



Rev.#	By:	Date:	Description
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Date:	August 24,	2020	Job #: 20-07-049
Drawn by:	TPH	Scale:	1" = 500'
Approved by:	BLP	Sheet:	1 of 3

MERESTONE SURVEYING LLC

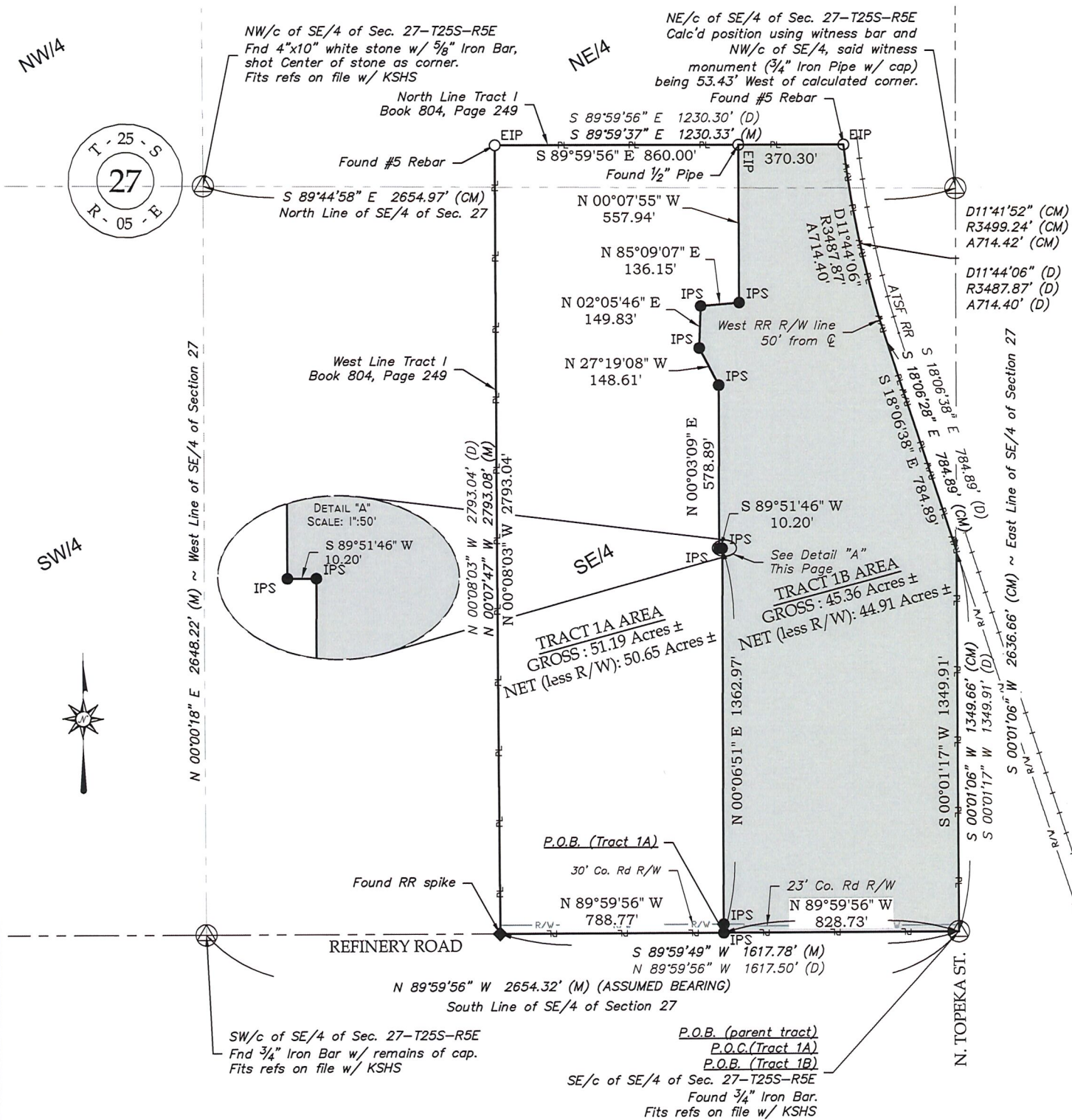


1641 N. ANDOVER RD.
ANDOVER, KS 67002
P: 316.425.7770
F: 316.425.7773
WWW.MERESTONEKS.COM

Stantec
Boundary Survey / Lot Split
Part of E/2 of Sec. 27
T25S, R5E 6th P.M., Butler Co., KS

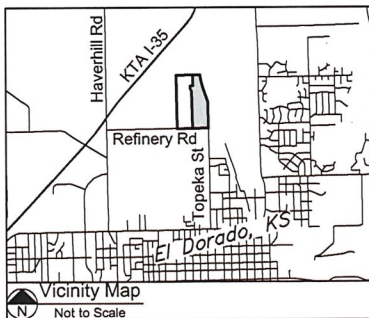
Boundary Survey / Lot Split

A TRACT OF LAND IN THE EAST HALF OF SECTION 27,
T25S-R05E, 6TH P.M., BUTLER CO, KANSAS.

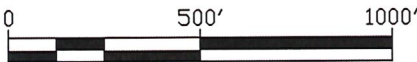


Legend

- IPS 1/2" x 24" Iron rebar Set w/ "Merestone CLS-179" Cap
- EIP Section Corner Found
- Existing Iron Pipe
- Existing Monument as noted
- (D) Bearing/Dist from Deed
- (M) Measured Bearing/Dist
- (CM) Cal'c Measured Bearing/Dist



Scale: 1" = 500'



SURVEY NOTES:

- Bearings are based on the South line of the Southeast Quarter of Section 27-T25S-R5E as being N 89°59'56" W.
- Boundary Survey meets or exceeds the current Kansas Minimum Standards for Boundary Surveys at the time of survey.
- Description was prepared on 7/29/2020.
- The purpose of this survey is to split off the tract of land as described.
- See page 3 for descriptions.
- Tract 1B Closure Report
- 6.1. Closure error distance> 0.0272 Error Bearing> N 10d11'12" E
- 6.2. Closure Precision> 1 in 256679.1 Total Distance Traversed> 6992.786

MERESTONE SURVEYING LLC

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Stantec
Boundary Survey / Lot Split
Part of E/2 of Sec. 27
T25S, R5E 6th P.M., Butler Co., KS

Rev.#	By:	Date:	Description
1	TPH	August 24, 2020	Job #: 20-07-049
2	BLP		Scale: 1" = 500'
3			Sheet: 2 of 3

Boundary Survey / Lot Split

A TRACT OF LAND IN THE EAST HALF OF SECTION 27,
T25S-R05E, 6TH P.M., BUTLER CO, KANSAS.

State of Kansas)
) SS
August 18, 2020
County of Butler)

We, Merestone Surveying LLC, Surveyors in aforesaid county and state do hereby certify that this 18th day of August, perform an Boundary Survey / Lot Split on the following tract of land more particularly described as follows to wit:

PARENT TRACT DESCRIPTION (provided by client):
(BOOK 804, PAGE 249, EXHIBIT "A", TRACT I)

A tract of land in the East half of Section 27, Township 25 South, Range 5 East of the 6th P.M., all lying west of the west right of way line of the Atchison, Topeka and Santa Fe Railroad (formerly the Florence, El Dorado and Walnut Valley railroad), more particularly described as follows:

Beginning (P.O.B.) at the Southeast corner of said Section 27,
Thence on an assumed bearing of North 89 degrees 59 minutes 56 seconds West along the South line of said section a distance of 1617.50 feet,
Thence North 00 degrees 08 minutes 03 seconds West a distance of 2793.04 feet,
Thence South 89 degrees 59 minutes 56 seconds East to the West line of the said railroad a distance of 1230.30 feet,
Thence Southeasterly along said West right of way around the arc of a curve to the left with a central angle of 11 degrees 44 minutes 06 seconds, a radius of 3487.87 feet and a length of 714.40 feet and whose chord is South 12 degrees 09 minutes 48 seconds East (to the end of the curve) a distance of 713.13 feet,
Thence South 18 degrees 06 minutes 38 seconds East along said right of way line to the East line of said Section 27 a distance of 784.89 feet,
Thence South 00 degrees 01 minutes 17 seconds West along said East line of Section 27 a distance of 1349.91 feet to point of beginning (P.O.B.).
EXCEPT the south 23.00 feet of the East 757.50 feet and the south 30.00 feet of the west 860.00 feet for county road right of way,

ALSO DESCRIBED AS TRACT 1A & TRACT 1B:

TRACT 1A DESCRIPTION:

A tract of land in the East half of Section 27, Township 25 South, Range 5 East of the 6th P.M., Butler County Kansas, more particularly described as follows:
COMMENCING (P.O.C. Tract 1A) at the Southeast corner of the Southeast Quarter of said Section 27,
THENCE on an assumed bearing of N 89°59'56" W along the South line of said Southeast Quarter a distance of 828.73 feet to the POINT OF BEGINNING (P.O.B. Tract 1A);
THENCE continuing N 89°59'56" W along the South line of said Southeast Quarter a distance of 788.77 feet;
THENCE N 00°08'03" W along the West line of "Tract I" as described in BOOK 804, PAGE 249 a distance of 2793.04 feet;
THENCE S 89°59'56" E along the North line of said "Tract I" a distance of 860.00 feet;
THENCE S 00°07'55" E a distance of 557.94 feet;
THENCE S 85°09'07" W a distance of 136.15 feet;
THENCE S 02°05'46" W a distance of 149.83 feet;
THENCE S 27°19'08" E a distance of 148.61 feet;
THENCE S 00°03'09" W a distance of 578.89 feet;
THENCE N 89°51'46" E a distance of 10.20 feet;
THENCE S 00°06'51" W a distance of 1362.97 feet to the POINT OF BEGINNING (P.O.B. Tract 1A), said tract 1A having a gross area of 51.19 acres more or less and a net area (less Road R/W) of 50.65 acres more or less and is subject to any easements and/or right(s)-of-way of record.

TRACT "1B" DESCRIPTION:

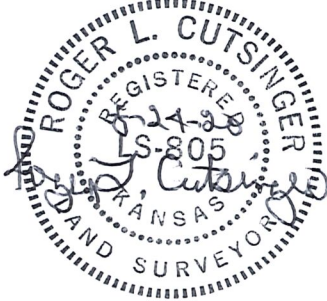
A tract of land in the East half of Section 27, Township 25 South, Range 5 East of the 6th P.M., all lying west of the west right of way line of the Atchison, Topeka and Santa Fe Railroad (ATSF, formerly the Florence, El Dorado and Walnut Valley railroad), more particularly described as follows:
BEGINNING (P.O.B. Tract 1B) at the Southeast corner of the Southeast Quarter of said Section 27,
THENCE on an assumed bearing of N 89°59'56" W along the South line of said Southeast Quarter a distance of 828.73 feet;
THENCE N 00°06'51" E a distance of 1362.97 feet;
THENCE S 89°51'46" W a distance of 10.20 feet;
THENCE N 00°03'09" E a distance of 578.89 feet;
THENCE N 27°19'08" W a distance of 148.61 feet;
THENCE N 02°05'46" E a distance of 149.83 feet;
THENCE N 85°09'07" E a distance of 136.15 feet;
THENCE N 00°07'55" W a distance of 557.94 feet to the Northeast corner of the above described Tract 1A, said point being on the North line of said "Tract I" of Book 804, Page 249;
THENCE S 89°59'56" E along said North line of Tract I a distance of 370.30 feet to the West right of way line of said ATSF railroad;
THENCE Southeasterly along said West railroad right of way line with a curve to the left with a central angle of 11°44'06", a radius of 3487.87 feet and an arc length of 714.40' and whose chord bears S 12°09'48" E (to the end of the curve) a distance of 713.13 feet;
THENCE S 18°06'38" E continuing along said West railroad right of way line a distance of 784.89 feet to the East line of said Section 27;
THENCE S 00°01'17" W along said East line a distance of 1349.91 feet to the POINT OF BEGINNING (P.O.B. Tract 1B), said Tract 1B having a gross area of 45.36 acres more or less and a net area (less Road R/W) of 44.91 acres more or less and is subject to any easements and/or right(s)-of-way of record.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.

REVIEWER'S CERTIFICATION
Reviewed in accordance with K.S.A. 58-2005 on this
27th day of August, 2020.



Todd P. Hornbaker, PS KS #1532



Roger L. Cutsinger P.S. Number 805
(Reviewing Land Surveyor)

-			
-			
-			
Rev.#	By:	Date:	Description
		Date: August 24, 2020	Job #: 20-07-049
		Drawn by: TPH	Scale: 1" = 500'
		Approved by: BLP	Sheet: 3 of 3



Merestone
Surveying

Stantec
Boundary Survey / Lot Split
Part of E/2 of Sec. 27
T25S, R5E 6th P.M., Butler Co., KS

MERESTONE SURVEYING LLC

1641 N. ANDOVER RD.
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WWW.MERESTONEKS.COM

805

ORDINANCE NO. ____

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS, PURSUANT TO K.S.A. 12-520

WHEREAS, El PASO CGP Company, L.L.C. (the “Property Owner”) as owner of certain real property described herein desires to have the City annex said real property into the corporate boundaries of the City of El Dorado, Kansas;

WHEREAS, the City of El Dorado and the Property Owner have entered into an Annexation Consent Agreement, dated January 3, 2022, stating the desire and intent of both parties to have certain described real property annexed into the corporate limits of the City;

WHEREAS, the City Commission confirms that the described real property adjoins the corporate boundaries of the City as of the date of adoption for this Ordinance; and

WHEREAS, an Annexation Consent Agreement between the parties and dated January 3, 2022 shall, for the purposes of K.S.A. 12-520, *et seq.*, serve as the Property Owner’s petition for the Site to be annexed and incorporated into the legal boundaries of the City.

WHEREAS, pursuant to K.S.A. 12-520(a)(f), the City shall not require a resolution, notice, and public hearing as a prerequisite to annexation of land as the annexation will be done under the consent of the Property Owner.

WHEREAS, the City Commission finds that such consent annexation conforms to the requirements for annexation defined by K.S.A 12-520, as amended; and

WHEREAS, the governing body of the City of El Dorado, Kansas, finds it advisable to annex certain real property as legally described in this Ordinance.

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

SECTION 1. That the following described real property is hereby annexed into the corporate limits and made a part of the City of El Dorado, Kansas, pursuant to K.S.A. 12-520:

A tract of land in the East half of Section 27, Township 25 South, Range 5 East of the 6th P.M., Butler County, Kansas, more particularly described as follows:

COMMENCING (P.O.C. Tract 1A) at the Southeast corner of the Southeast Quarter of Section 27,

THENCE on an assumed bearing of N 89°59’56” W along the South line of said Southeast Quarter a distance of 828.73 feet to the POINT OF BEGINNING (P.O.B. TRACT 1A);

THENCE continuing N 89°59’56” W along the South line of said Southeast Quarter a distance of 788.77 feet;

THENCE N 00°08’03” W along the West line of “Tract I” as described in BOOK 804, PAGE 249 a distance of 2793.04 feet;

THENCE S 89°59’56” E along the North line of said “Tract I” a distance of 860.00 feet;

THENCE S 00°07’55” E a distance of 557.94 feet;

THENCE S 85°09'07" W a distance of 136.15 feet;

THENCE S 02°05'46" W a distance of 149.83 feet;

THENCE S 27°19'08" E a distance of 148.61 feet;

THENCE S 00°03'09" W a distance of 578.89 feet;

THENCE N 89°51'46" E a distance of 10.20 feet;

THENCE S 00°06'51" W a distance of 1362.97 feet to the POINT OF BEGINNING (P.O.B. Tract 1A), said Tract 1A having a gross area of 51.19 acres more or less and a net area (less Road R/W) of 50.65 acres more or less and is subject to any easements and/or right(s)-of-way of record.

AND

A tract of land in the East half of Section 27, Township 25 South, Range 5 East of the 6th P.M., all lying west of the west right of way line of the Atchison, Topeka, and Santa Fe Railroad (ATSF, formerly the Florence, El Dorado, and Walnut Valley railroad), more particularly described as follows:

BEGINNING (P.O.B. TRACT 1B) at the Southeast corner of the Southeast Quarter of said Section 27,

THENCE on an assumed bearing of N89°59'56"W along the South line of said Southeast Quarter a distance of 828.73 feet;

THENCE N 00°06'51" E a distance of 1362.97 feet;

THENCE S 89°51'46" W a distance of 10.20 feet;

THENCE N 00°03'09" E a distance of 578.89 feet;

THENCE N 27°19'08" W a distance of 148.61 feet;

THENCE N 02°05'46" E a distance of 149.83 feet;

THENCE N 85°09'07" E a distance of 136.15 feet;

THENCE N 00°07'55" W a distance of 557.94 feet to the Northeast corner of the above described Tract 1A, said point being on the North line of said "Tract I" of Book 804, Page 249;

THENCE S 89°59'56" E along the North line of Tract I a distance of 370.30 feet to the West right of way line of said ATSF railroad;

THENCE Southeasterly along said West railroad right of way line with a curve to the left with a central angle of 11°44'06", a radius of 3487.87 feet and an arc length of 714.40' and whose chord bears S 12°09'48" E (to the end of the curve) a distance of 713.13 feet;

THENCE S 18°06'38" E continuing along said West railroad right of way line a distance of 784.89 feet to the East line of said Section 27;

THENCE S 00°01'17" W along said East line a distance of 1349.91 feet to the POINT OF BEGINNING (P.O.B. Tract 1B), said Tract 1B having a gross area of 45.36 acres more or less and a net area (less Road R/W) of 44.91 acres more or less and is subject to any easements and/or right(s)-of-way of record.

SECTION 2. That pursuant to K.S.A. 12-522, the City Clerk is hereby ordered to file a certified copy of this Ordinance with the Clerk of Butler County, Kansas, the Register of Deeds of Butler, County, Kansas, and the Butler County Election Commissioner.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the governing body of the City of El Dorado, Kansas, this 3rd day of January, 2022.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

TO: City Commission
FROM: Scott Rickard
SUBJ: Annexation of City Owned Property
DATE: December 27, 2021

Background:

For the City Commission's consideration staff is proposing to annex roughly 104 acres of real property along with adjacent right of way. The real property is owned by the City of El Dorado and located West of Boyer Rd and North of the Union Pacific Railroad. The City of El Dorado acquired this property roughly 6 years ago for future expansion of our West Industrial Park. The right of way is adjacent to the parcel to the East and South. Staff has deemed that it is in the best interests of the City to proactively annex this area prior to development. Since the City of El Dorado controls the property we can then control the extension of services based on the need of the development and if it is within the best interest of the City.

Strategic Plan:

Economic Development

The City actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community.

1. Facilitate the proactive recruitment of industrial development opportunities that leverage El Dorado's physical and intangible assets.
2. Market El Dorado's industrial and business parks as prime sites for development opportunities.

Attachments:

Ordinance
Legal Description
Map of the Area

Policy Issue:

The City Commission shall consider the Ordinance for extending the City Limits and execute the Ordinance to extend the City Limits.

Alternatives:

The City Commission could hold off on annexation until the property is ready for development. The developer would then make the request to the City Commission along with petitions/development agreements for the extension of City services.

Fiscal Impact:

If annexation is approved the entire road right of ways of Parallel Rd (KTA to 1900' West) and Boyer Rd (KTA to 1900' North) would be within the City Limits. This means that the City would be responsible for maintenance of those current gravel roads. Today the south half of Parallel Rd. (KTA to 1900' West) is with our City Limits.

Staff Recommendation:

Proceed with the Annexation

Commission Actions:

Commissioner _____ moved to approve Ordinance No. G-1366 adding to and extending the city limits of the City of El Dorado, Kansas, by adding to and enlarging and extending the city limits to include certain territory herein described be approved.

Commissioner _____ seconded the motion.

[Back to the Agenda](#)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS, PURSUANT TO K.S.A. 12-520

WHEREAS, The City of El Dorado. (the "Property Owner") as owner of certain real property described herein desires to have the City Commission annex said real property into the corporate boundaries of the City of El Dorado, Kansas;

WHEREAS, the City Commission confirms that the described real property adjoins the corporate boundaries of the City as of the date of adoption for this Ordinance; and

WHEREAS, pursuant to K.S.A. 12-520(a)(f), the City shall not require a resolution, notice, and public hearing as a prerequisite to annexation of land as the annexation will be done under the consent of the Property Owner.

WHEREAS, the City Commission finds that such consent annexation conforms to the requirements for annexation defined by K.S.A 12-520, as amended; and

WHEREAS, the governing body of the City of El Dorado, Kansas, finds it advisable to annex certain real property as legally described in this Ordinance.

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

SECTION 1. That the following described real property is hereby annexed into the corporate limits and made a part of the City of El Dorado, Kansas, pursuant to K.S.A. 12-520:

Beginning at 1" iron pipe which is the Center of Section 32, Township 25 South, Range 5 East of the 6th Principal Meridian of Butler County, Kansas, Thence East at a bearing of North 88 Degrees 56' 03" East a distance of 2,709.95 Feet to the East Right of Way Line of Boyer Road, Thence South to a ¾" Iron Pipe w/60d nail inside which is the Southeast Corner of the Southeast ¼ of Section 32, Township 25 South, Range 5 East of the 6th Principal Meridian of Butler County, Kansas, Thence West to the West Kansas Turnpike Right of Way Line located at Station 6206+95.03 150 Left of the Kansas Turnpike, Thence Southwest along the west line of the Kansas Turnpike Right of Way a distance of 749.35 feet, Thence North to the Northeast Corner of Section 5, Township 25 South, Range 5 East of the 6th Principal Meridian of Butler County, Kansas, Thence West to a ¾" pipe with "PEC" cap over a 5/8" rebar which is the Southwest Corner of the Southeast ¼ of Section 32, Township 25 South, Range 5 East of the 6th Principal Meridian of Butler County, Kansas, Thence North to the Point of Beginning.

SECTION 2. That pursuant to K.S.A. 12-522, the City Clerk is hereby ordered to file a certified copy of this Ordinance with the Clerk of Butler County, Kansas, the Register of Deeds of Butler, County, Kansas, and the Butler County Election Commissioner.

SECTION 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the governing body of the City of El Dorado, Kansas, this 3rd day of January, 2022.

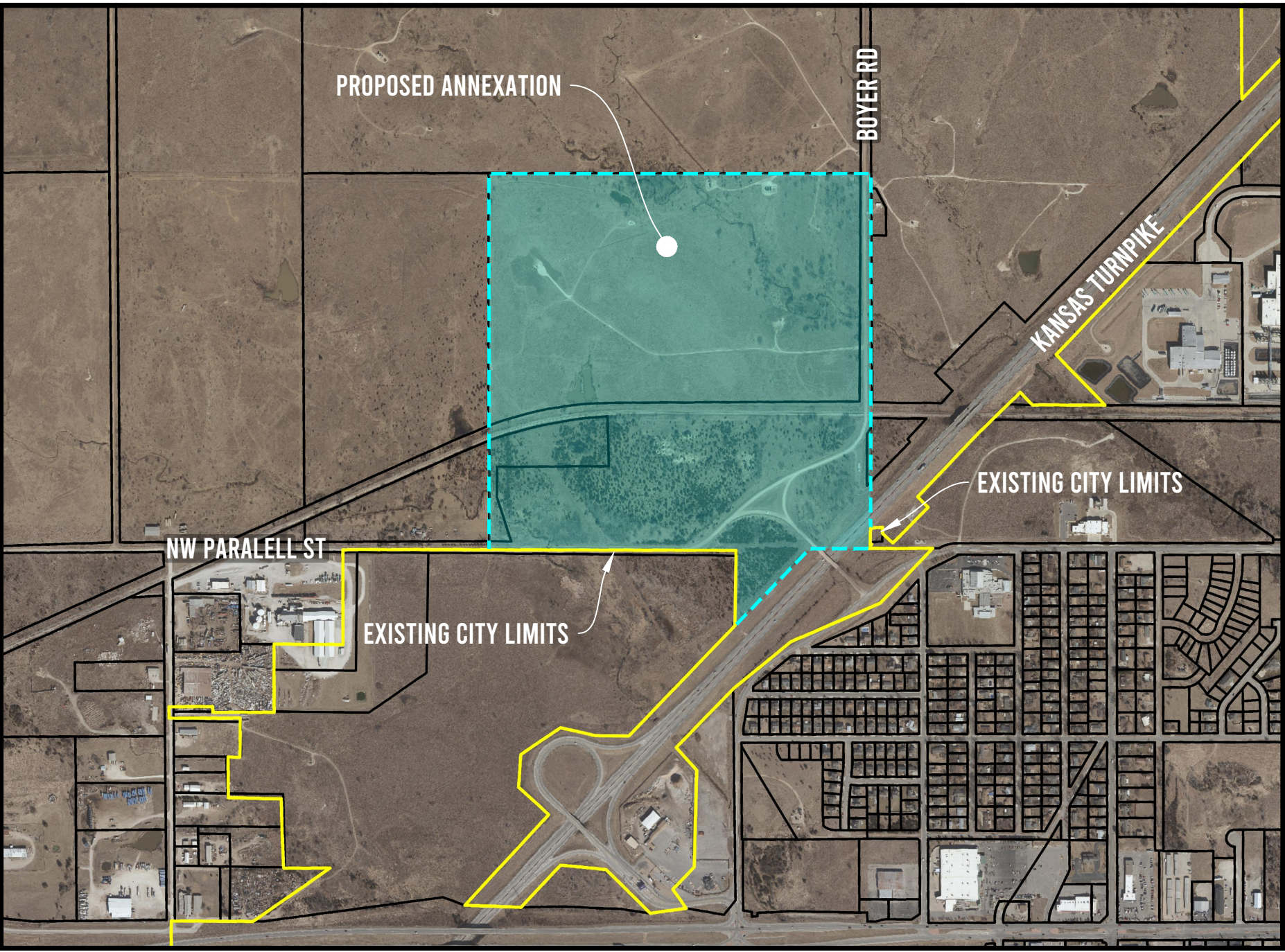
Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney



PROPOSED ANNEXATION

BOYER RD

KANSAS TURNPIKE

EXISTING CITY LIMITS

NW PARALELL ST

EXISTING CITY LIMITS