

WORK SESSION AGENDA

5:00pm, December 28, 2022

City Hall - 220 E. First Avenue, El Dorado, KS

I. Work Session Discussion Items:

- a. Governing Body Code of Procedure
- b. Advisory Board Appointments
- c. Chamber of Commerce Agreement
- d. City Manager's Office Reorganization

II. Regular Agenda Preview:

- a. **Items to be Placed on the Consent Agenda**
 - i. Meeting Minutes
- b. **Items to be Placed on the Regular Agenda**
 - i. Chamber of Commerce Agreement
- c. **Items to be Placed on the Land Bank Consent Agenda**
 - i. None

III. Reports:

- a. City Commission Reports
- b. City Manager Report

CODE OF PROCEDURE

City of El Dorado, Kansas

2022 Edition

Adopted by Resolution No. _____

1. DEFINITIONS

- a. **Governing Body.** The term “governing body” shall mean the City Commission of the City of El Dorado, and includes the mayor and commissioners.
- b. **Quorum.** Per Charter Ordinance No. 19, the governing body shall require a quorum consisting of at least three of its members to conduct business.

2. MEETINGS

- a. **Regular Meetings.** The City Commission will conduct regular business meetings each month as established by ordinance.
- b. **Special Meetings.** The City Commission may hold special meetings for the purposes of conducting its business, provided such special meetings are called in accordance with local ordinance and applicable state law.
- c. **Work Sessions.** No formal agenda is required for a work session, and the City Commission will not consider any binding action during a work session. The City Commission will not require a quorum to conduct a work session since no binding action will be taken.
- d. **Quorum.** A quorum is required at all meetings during which the City Commission will consider binding action.
- e. **Public Comment.** If public comment is allowed during a City Commission meeting, the citizen desiring to comment on matters of a general nature, not specific to an agenda item, shall sign up in advance of the meeting and shall provide his or her name and address for the purpose of recording both in the official minutes of the meeting. Any public comments taken on specific agenda items shall require a citizen to state his or her name and personal address for the record and inclusion in the official minutes. The governing body may limit the time of each citizen based upon the number of people wishing to speak and the amount of time available for the public comment portion of the meeting. The governing body will not take any binding action with respect to public comments received on items not on the agenda.
- f. **Presiding Officer.** The mayor, or in the place of the mayor the vice-mayor, shall be responsible for maintaining order during meetings. Members constituting a quorum for a meeting may select a member to serve as the presiding officer in the absence of both the mayor and vice-mayor. He or she may take such actions deemed appropriate to maintain order. Such actions may include requesting the removal of any individual not complying with any request to maintain order during the meeting.

3. PUBLIC HEARINGS

- a. **Notice of Public Hearings.** All public hearings scheduled before the governing body shall be noticed in the official newspaper of the City, as required by applicable state statute or local ordinance. Notices of public hearings shall not require action by the governing body unless otherwise required by applicable state statute or local ordinance. Unless otherwise required, notices of public hearings shall be published in the official newspaper at least once a minimum of ten days prior to a scheduled public hearing. The City shall also publish notices of public hearings on its website with the same requirements as the newspaper publication.
- b. **Order of Proceedings.** The mayor, or in the place of the mayor the vice-mayor, shall convene public hearings scheduled before the City Commission. At the start of the public hearing, the mayor or vice-mayor, shall state the subject of the public hearing and the rules governing the proceeding. At the direction of the presiding elected official, staff may provide an overview of the subject of the public hearing prior to the hearing of any public comments from the public. Members of the public may then provide comments to the governing body within any time restrictions placed on such comments by the governing body. Public comments shall cease once the presiding elected official closes the public hearing.
- c. **Time Limits.** Generally, comments from the public during a public hearing shall be limited to three minutes per individual participant. The governing body, at its discretion, may allow for longer or shorter periods for public comments, although such modification of time limits shall be provided equally to all participants. Modifications to time restrictions shall be declared at the beginning of the public hearing by the presiding elected official so that all participants may be made aware of the applicable time limit for public comments.
- d. **Adjourn to a Later Date and Time.** The governing body, by motion and vote, may establish a maximum time limit for a public hearing. If the public hearing is unable to conclude during the time allotted, the governing body may adjourn the public hearing to a specified date, time, and place. The motion shall state the date, time, and place for the public hearing to reconvene. If the governing body adopts a motion to adjourn the public hearing, the public hearing will adjourn to the specified date, time, and place. Adjourned public hearings do not require reconvening at a regular or special meeting if no action will be taken following the conclusion of the hearing.
- e. **Presiding Officer.** The presiding officer shall be responsible for maintaining order during public hearings and for overseeing the time limits of participants.

4. AGENDAS

- a. **Distribution of the Agenda.** Prior to each regular and special meeting, the city clerk, or designee, will distribute an agenda to each governing body member. The city clerk will also make the agenda available to the public at City Hall and on the City's website.
- b. **Setting the Agenda.** The mayor, in consultation with the city manager, shall oversee the setting of the agenda for governing body meetings. The governing body shall approve the agenda at the start of each regular or special meeting and shall not act on items not included on the approved agenda.

- c. **Agenda Items.** Any governing body member or staff member of the City may request to have an item placed on the agenda. Members of the public may not place an item on the agenda, but may have a governing body member sponsor an item.
- d. **Scheduling of Items.** A governing body or staff member shall refer action items requested for inclusion on an agenda to either an upcoming work session or regular meeting prior to the City Commission considering action on a topic or issue requested for an agenda. The governing body will not take action on any matter not previously scheduled on the agenda. The purpose of this requirement is to allow the City Commission to properly evaluate agenda items prior to the considering action on a subject.
- e. **Additions to Agenda.** Governing body members may add or remove items from the agenda at regular meetings by motion approved by a majority of those governing body members present and voting. Governing body members may not add items to the agenda of a special meeting.
- f. **Order of Business.** At the time appointed for the meeting, the presiding officer shall call the meeting to order. Upon having a quorum present, the governing body shall conduct its business in the order set by the governing body.
- g. **Consent Agenda.** Administrative items, as determined by the city manager, may be placed on the consent agenda. A majority of the governing body may remove any item placed on the consent agenda for separate action.
- h. **Order of Business, Suspended or Amended.** Generally, the governing body will conduct business in the order such matters are scheduled on the agenda to respect the time of all those in attendance. The governing body may change the order of business to add or delete sections as appropriate, or may suspend the order of business in its entirety to consider other matters by a majority vote. The governing body may hold executive sessions at any time in the order of business as provided by state law.

5. MOTIONS

- a. **Motions; Second.** All motions require a second before consideration of such motion for action by the governing body.
- b. **Debate.** All motions are debatable unless otherwise expressly noted in the motion.
- c. **Substantive Motion.** Only one main substantive motion may be pending on the floor at any one time. The active motion must be withdrawn or advanced to a vote before another substantive motion is introduced.
- d. **Substitute Motion.** Substitute motions are prohibited. Substantive motions must be withdrawn or advanced before another substantive motion is introduced.
- e. **Motion to Amend.** A motion to amend is in order when the proposal is to change, add, or delete words from the main substantive motion. If the motion is to amend a document before voting on its adoption, it is advisable to reduce the change to writing, but it is not required if

all members of the governing body understand the amendment. A vote on an amendment is not a final vote on the underlying substantive motion. Adoption of the underlying substantive motion requires a vote.

- f. Motion to Pass an Ordinance.** The governing body shall consider all proposed ordinances of the City at a public meeting of the governing body. After consideration and amendment of the ordinance, if any, the question shall be: *"Shall the ordinance pass?"* No ordinance shall contain more than one subject, which shall be clearly expressed in its title, and no section or sections of an ordinance shall be amended unless the amending ordinance contains the entire section or sections as amended and the section or sections amended shall be repealed.
- g. Motion to Refer.** If the governing body deems it appropriate, it may refer an ordinance, resolution, contract, or other matter back to staff, committee, board, or other appropriate venue for further review and consideration. Such motion may or may not contain a time certain for the item to be returned to the governing body.
- h. Motion to Reconsider; Prohibited.** Motions to reconsider are prohibited during the same meeting. Any governing body member may make a new substantive motion on a matter previously considered by the City Commission at a prior meeting.
- i. Motion to Call the Previous Question.** This motion is not debatable and, if passed by a majority of the governing body, calls for an immediate vote on the substantive motion. This motion requires a vote.
- j. Motion to go into Executive Session.** The motion to go into executive session shall be made as follows: *"I move to recess into executive session pursuant to the _____ (cite applicable state law) exception in order to discuss _____ (general description), the open meeting to resume in the Commission Chambers at _____ (time)."*

The motion may also state who is to be present in the executive session, although this is not required. This motion must be made, seconded, and carried. Such motion shall be recorded in the minutes of the meeting. The meeting may not reconvene until the time stated in the motion.
- k. Motion to Adjourn to a Later Date and Time.** If the governing body may adjourn a meeting to a specified date and time if the body is unable to complete its agenda during the time allotted for the meeting. The motion shall state the date, time, and place for the meeting to reconvene. The meeting is adjourned to the specified date, time, and place if the motion is adopted.
- l. Motion to Adjourn.** At the conclusion of the agenda, a motion to adjourn is in order and requires a majority vote of the governing body.

6. VOTING

- a. Form of Vote.** All votes, other than votes concerning proposed ordinances, shall be by voice vote or, in the alternative, the mayor may request that a vote be by "show of hands." Votes involving proposed ordinances shall be made by roll call with governing body members

voting “yea” if in favor of the proposed ordinance and voting “no” if voting in opposition to the proposed ordinance. No vote shall be by secret ballot.

- b. Division.** Any member may request a formal division of vote. At the discretion of the mayor, division may be by either a roll call vote of each member or a show of hands.
- c. Duty to Vote.** Members of the governing body have a duty to vote unless a member has a conflict of interest or other conflict that appears to make voting on an issue improper and chooses to abstain. Any member abstaining from a vote must state, for the purpose of its inclusion in the minutes, the reason for the abstention.
- d. Recording.** The city clerk shall record a record of voting in the minutes following final passage of a matter.
- e. Votes; Non-Ordinance Matters.** Unless otherwise specifically required by law, the adoption or rejection of resolutions and other motions shall be by a majority of those governing body members present. An abstention shall be counted with the prevailing side.
- f. Votes; Ordinary Ordinances and Non-Ordinance Matters.** The adoption of an ordinary ordinance or approval of non-ordinance matters requires at least three affirmative votes of the governing body. All governing body members, to include the mayor, shall exercise one vote on matters before the governing body and each vote shall have equal weight.
- g. Same; Charter Ordinance.** The adoption of a charter ordinance requires four affirmative votes of the City Commission. All governing body members, to include the mayor, shall exercise one vote on charter ordinances before the governing body and each vote shall have equal weight.
- h. Same; Commission Appointments.** The mayor has a vote on all matters. The mayor does not have a “second vote” to break a tie. Appointments in commission-manager cities are made by motion, second, and a vote.
- i. Amendments.** The City Commission shall consider amendments to ordinances, resolutions, and other written policies only when a written document containing the proposed amendment language is presented before the governing body. The governing body may not consider amendments as one action item that are not of a similar nature.

7. APPLICATION AND AMENDMENT

- a. Rules.** For those matters not covered by these rules, the procedure shall be as decided by a majority vote of the governing body. The City Commission may amend these rules after adoption by a subsequent resolution amending specific rules as identified in the resolution. Such resolution amends the adopting resolution. The governing body may not suspend these during any meeting.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made and entered into this ____ day of _____, 2022, by and between the City of El Dorado, Kansas, a municipal corporation ("City") and the El Dorado Chamber of Commerce, a non-profit corporation, ("Chamber").

WITNESSETH:

WHEREAS, in 1998, the City acquired certain real property in the 200 block of East Central Avenue for the purpose of developing a Civic Center for use by the community;

WHEREAS, the Chamber and the City entered into an agreement dated April 20, 1998 concerning the management and use of said Civic Center; and

WHEREAS, the parties mutually agree that an updated agreement is necessary to define the terms and conditions for the ongoing relationship between the parties concerning the use of the Civic Center.

NOW, THEREFORE, the parties mutually agree as follows:

1. Responsibilities of the City.

- a. The City shall provide a minimum office and conference room space of 2,500 square feet and a minimum of 2,100 square feet of storage space in the Civic Center for the Chamber's use, including an external sign, and wiring to support internet and computers, and phone communications.
- b. The City shall provide the Chamber use of the restroom facilities and other amenities contained within the footprint of the Civic Center, provided that the Civic Center is not otherwise used for an event. This section excludes the part of the Civic Center leased to Butler Rural Electric Cooperative, dba Velocity.
- c. The City shall provide personnel to setup and takedown furniture for Civic Center reservations.
- d. The City shall provide general liability insurance coverage for the Civic Center, to include any contents. The Chamber shall be named on said insurance policy as an additional insured.
- e. The City shall provide any necessary maintenance and janitorial services to the Civic Center at no cost to the Chamber.

2. Responsibilities of the Chamber.

- a. The Chamber agrees to provide management services to the Civic Center at no cost to the City. Such services shall be defined as follows:
 - i. Receiving reservation requests for the Civic Center facilities;
 - ii. Maintaining the Civic Center's central calendar;

- iii. Conducting walk-throughs with renters;
 - iv. Confirming reservations and cancellations;
 - v. Notifying the City upon accepting a reservation no fewer than ten business days in advance of the reservation's date;
 - vi. Collecting reservation fees, deposits, and other revenues generated from the rental of the Civic Center. The Chamber agrees to remit such revenues to the City at least once a month. The City reserves the right to audit the Chamber's receipts against reservations, and the Chamber agrees not to withhold such information from inspection.
- b. The Chamber shall pay for the utilities, defined herein as natural gas, electric, telephone, and internet service, separately metered to its office. It shall also pay for any custodial expenses for its portion of the Civic Center directly attributed to its office.
 - c. The Chamber shall insure its personal property and own a liability insurance policy for its premises and content. Such policy shall hold the City harmless from any liability as provided herein.
3. Term. This Agreement shall be in full force and effect for five years from the Effective Date of this Agreement. Prior to expiration, the parties may either elect to continue the Agreement as written, negotiate amendments to the Agreement, or elect to terminate the Agreement as provided herein. The Agreement will automatically renew for another five-year period if no other formal action is taken to amend or terminate the Agreement prior to the end of each five-year term. Nothing herein shall be construed to prevent the parties from extending or renewing this Agreement.
4. Termination. The following provisions shall govern the termination of this Agreement:
- a. Both parties agree to provide written notice to the other party of its intent to terminate the Agreement. Following receipt of written notice, termination of the Agreement shall occur within a 180-day Closing Period ("Closing Period") subject to the following considerations:
 - i. The City agrees to pay the Chamber \$260,000 for compensation for the portion of office space allocated to the Chamber as defined by this Agreement ("Compensation Payment"). The City shall provide such Compensation Payment to the Chamber within sixty days of either party providing written Notice of Termination to the other party of its intent to terminate the Agreement.
 - ii. The Compensation Payment shall increase at the rate of the five-year U.S. Treasury Note issued on the date most recent in proximity to the Effective Date of this Agreement. The Compensation Payment shall be reinvested at the five-year rate at the end of the initial investment until either party terminates this Agreement.

- iii. The City shall not be obligated to compensate the Chamber the Compensation Payment if both parties agree to an alternate location suitable for Chamber operations (“Alternate Site”) within the Closing Period. The City shall offer such Alternate Site to the Chamber at no cost in the form of rent, mortgage, or purchase payment. The City may elect to require the Chamber to reimburse expenses related to utilities, insurance, or other expenses directly attributed to the Chamber’s use of such Alternate Site, excluding building maintenance and upkeep. The final terms and conditions for use of an Alternate Site shall be negotiated by the parties and documented in a written agreement approved by both parties. The Chamber agrees not to unreasonably withhold approval for an Alternate Site provided the City can provide such an Alternate Site that satisfactorily meets the Chamber’s needs.
 - iv. The Chamber shall remove its personal property from the Civic Center premises following receipt of the Compensation Payment and prior to the end of the Closing Period. The Chamber shall contact the City’s Information Technology Division so communications technology loaned to the Chamber may be removed prior to the removal of the Chamber’s personal property. The Chamber shall forfeit any personal property remaining on the premises following the Closing Period.
 - v. The duration of the aforementioned Closing Period may be amended by written agreement of both parties.
 - vi. The Compensation Payment terms shall survive this Agreement should the City and Chamber agree to an Alternate Site through separate written agreement.
5. Notices. All notices or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. Notices to each party shall be addressed as follows:
- | | |
|---------------------|-------------------------------|
| City of El Dorado | El Dorado Chamber of Commerce |
| Attn: City Manager | Attn: Executive Director |
| 220 E. First Avenue | 201 E. Central Avenue |
| El Dorado, KS 67042 | El Dorado, KS 67042 |
6. Independent Contractor. Both parties, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.
7. Indemnity. Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation

of liability provided under the Kansas Tort Claims Act.

8. No Implied Appropriation of Funds. Notwithstanding any other provision of this Agreement, the City shall not be obligated for the Chamber's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the governing body of the City appropriates funds for this Agreement in the City's annual operating budget for each such future fiscal year.

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties and their respective permitted successors and assigns provided that this Agreement may not be assigned by either party without the express written consent of either party.

9. Modifications. Any amendment to this Agreement will not be effective without the express written agreement of both parties. Any such amendments shall be effective as of the effective date as of the date of the last party to approved the amendments.
10. Severability. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.
11. Entire Agreement. This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto.

IN WITNESS WHEREOF, the parties hereto have set their hand to this Agreement.

EL DORADO CHAMBER OF COMMERCE

CITY OF EL DORADO, KANSAS

Billy Jackson, President

Bill Young, Mayor

Attest:

Attest:

Kimberly Koop, President-Elect

Tabitha Sharp, City Clerk