



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
April 17, 2023 - 5:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - Pastor Debbie McCluer, Nazarene Church
- 4. Pledge of Allegiance**

Proclamations and Recognition

- 5. None.**

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

- 6. Isaac McNary - The Outreach Program**
- 7. El Dorado Municipal Band**

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

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

- 8. City Commission Meeting Minutes from March 20, 2023 and April 3, 2023 and City Commission Work Session Minutes from March 29, 2023.**
- 9. Annual Street Maintenance Program Bid Approval**

Old Business

- 10. None.**

New Business

- 11. KDOT Project Agreement for Resurfacing Project on N. Main Street (6th Avenue to McCollum Road)**
- 12. Request for Special Use Permit at 1750 Ryan Court for a Privacy Fence Exception**

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

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

March 20, 2023

The El Dorado City Commission met in a regular session on March 20, 2023 at 5:30 p.m. in the Commission Room 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 Administration Director Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Mike Holton	220 E 1 st Ave	El Dorado, KS
Sarah Madden	Velocity	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the March 20, 2023 meeting to order.

INVOCATION

Father John Lanzrath, St. John Catholic Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PERSONAL APPEARANCES

There were none.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of the City Commission Minutes from March 6, 2023.

Approval of the appointment of Scott Leason to the one-cent sales tax committee.

Appointment of Loren Anthony to the Parks and Recreation Advisory Board for a term to expire December 31, 2024.

Commissioner Leon Leachman moved to approve the consent agenda as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

PUBLIC HEARING

There were no public hearings scheduled.

OLD BUSINESS

There was no old business.

NEW BUSINESS

HOUSING COMMITTEE APPOINTMENTS

City Manager David Dillner stated that one of the priorities in the El Dorado Inc. work plan is housing. He stated that a new housing committee is needed to work with Wichita State on a housing assessment. He stated that El Dorado Inc. has provided names for the committee.

Commissioner Leon Leachman moved to appoint Kim Krull, Kyla Blasdel, Ryan Liess, Ryan Murry, Gregg Lewis, Bryan Coons, Shannon Beal, Ryan Browning, John Banks, and Kelly Tetrick to serve on the Housing Committee to serve as the steering committee for the Housing Assessment to be facilitated by Wichita State University.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

WAIVER AND RELEASE OF USE RESTRICTIONS FOR NUMANA, INC.

City Manager David Dillner stated that the City of El Dorado sold Numana the property in the business park in 2010. He stated that a provision of the sale entitles the City to “first right of refusal” in the event that they decide to sell the property. The waiver of restrictions included in the packet would allow Numana to sell the property as they wish. Numana would like to sell the property to a business that operates similar to their structure now.

Commissioner Kelly Tetrick moved to approve the waiver and release of use restrictions agreement as presented and directed the City Manager to execute the document.

Commissioner Leon Leachman seconded the motion.

City Attorney Ashlyn Lindskog stated that if we release the restriction, the company purchasing the business from Numana can then sell it to anyone without restriction.

Motion carried 5 – 0.

REZONE SE 20TH STREET AND SE TETER ROAD

City Engineer Scott Rickard stated that the City received a request to rezone the property at southeast 20th and southeast Teter Road. He stated that they are requesting to rezone the property from A-R, Agricultural Residential to R-S, Residential Suburban. He stated that R-S primarily allows single-family residential on large lots. He stated that the property owner is proposing two 20.2 acre lots on SE 20th and four 7 acre lots on SE Teter Road.

City Engineer Rickard stated that the property is in the Extraterritorial Jurisdiction. He stated that the County Commission voted to “not support” the rezoning, citing the impact to township roads. The applicant received a letter of support for the rezoning from the township and provided that to the Planning Commission. The Planning Commission recommended approval of the application 6 – 1.

Commissioner Kendra Wilkinson moved to approve an Ordinance for Case No. 23-01-REZ, requesting a rezoning of 68.4 acres at the southwest corner of SE 20th Street and SE Teter Road to R-S Residential Suburban District.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

KINDER 2ND ADDITION, FINAL PLAT

City Engineer Scott Rickard stated that the Planning Commission reviewed the Kinder 2nd Addition plat at their February 23rd meeting. He stated that the Planning Commission voted unanimously to approve the final plat.

Commissioner Gregg Lewis moved to accept the final plat for Kinder Second Addition.

Commissioner Kelly Tetrick seconded the motion.

Commissioner Leachman asked confirmed that there was no opposition to this item.

City Engineer Rickard stated that there is no public hearing for a plat, it either conforms to the restrictions of the City or it doesn't.

Motion carried 5 – 0.

SPECIAL USE PERMIT 522 W 5TH AVENUE

EL DORADO CITY COMMISSION MEETING

March 20, 2023

City Engineer Scott Rickard stated that the owners are requesting a special use permit to construct an accessory building on the northeast corner of the lot. He stated that they will use it for storage of some of their outdoor furniture and other items. He stated that the Planning Commission recommended approval of the application unanimously.

Commissioner Gregg Lewis

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

SPECIAL USE PERMIT 2819 W 4TH AVENUE

City Engineer Scott Rickard stated that the property owner is requesting a special use permit to allow barber/beauty services for pet grooming at 2819 W 4th Avenue. He stated that the Planning Commission recommended approval unanimously.

Commissioner Gregg Lewis

Commissioner Kelly Tetrick

Motion carried 5 – 0.

BUTLER RURAL ELECTRIC (DBA VELOCITY) FRANCHISE AGREEMENT

City Manager David Dillner stated that Butler Rural Electric Cooperative Association, Inc., dba Velocity, desires to construct a fiber optic network within the City's public right-of-way. He stated that the City requires any utility locating infrastructure in the right-of-way to obtain a franchise agreement prior to construction. He stated that this agreement mirrors our other franchise agreements.

Commissioner Kendra Wilkinson asked what the difference was between this and the next item.

City Manager Dillner stated that they are just different companies.

Commissioner Leon Leachman moved to approve an ordinance granting Butler Rural Electric Cooperative Association, Inc. dba Velocity, a contract franchise to construct, operate and maintain a telecommunications system in the City of El Dorado, Kansas.

Commissioner Kendra Wilkinson seconded the motion.

Mayor Bill Young asked if we had any indication of what options they will offer.

EL DORADO CITY COMMISSION MEETING

March 20, 2023

Sarah Madden, BRECA, stated that they are in the planning phase right now so they do not have a timeline.

Commissioner Leachman asked if the primary focus was downtown.

Ms. Madden stated that their priority is to provide service to all communities, throughout the entire community.

Commissioner Gregg Lewis confirmed that they would have a separate system from Cox.

Ms. Madden stated that their network would be completely separate.

Motion carried 5 – 0.

DELTA COMMUNICATIONS, LLC (DBA CLEARWAVE FIBER) FRANCHISE AGREEMENT

City Manager David Dillner stated that Delta Communications, LLC, dba Clearwave Fiber, also desires to construct a fiber optic network within the City's public right-of-way. He stated that this agreement mirrors the prior item.

Commissioner Leon Leachman asked if they had representatives here this evening.

City Manager Dillner stated that they were unable to attend tonight.

Commissioner Gregg Lewis asked if they would require an office in El Dorado.

City Manager Dillner stated that the agreement does not require an office within the city limits.

City Engineer Rickard stated that they have plans to expand, but will be focusing on residential first.

Commissioner Kendra Wilkinson moved to approve an ordinance granting Delta Communications, LLC, dba Clearwave Fiber, a contract franchise to construct, operate and maintain a telecommunications system in the City of El Dorado, Kansas.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

DISCUSSION ITEMS

There were none.

**EL DORADO CITY COMMISSION MEETING
REPORTS**

March 20, 2023

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Leon Leachman asked if staff could cover the Experience El Dorado meeting.

Administration Director Tabitha Sharp stated that they met last week, they chose a mural design for the El Dorado Plaza, that will be released soon. She stated that they also discussed a few other events coming up, she stated that the experienceeldo.com website was new and improved and had a listing of all the upcoming events.

Commissioner Gregg Lewis stated that El Dorado Inc. met and he asked the City manager to talk about the certification of the sites in the Industrial Park.

City Manager David Dillner stated that they are gathering and assembling information about the site to send to the Kansas Department of Commerce. He stated that it will then be reviewed by a committee and if certified, it will be certified for three years. He stated the Department of Commerce will then aide the city in marketing those properties.

Commissioner Kelly Tetrick stated that the Library book sale is at the end of April and sloppy joe fund raiser is at the end of October.

Mayor Bill Young stated that they are working to reschedule the canceled EFABC meeting.

Mayor Young stated that Bill Rinkenbaugh was unable to participate on the sales tax task force, but his daughter Heather Rinkenbaugh is interested. He asked if the Commission would consider her for that position.

Commissioner Leon Leachman moved to appoint Heather Rinkenbaugh to the Sales Tax Task Force Committee.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Mayor Young encouraged citizens to visit the Walnuts website and consider being a host family for the players coming to town this summer.

CITY MANAGER REPORT

City Manager David Dillner stated that the sales tax task force will begin meeting next Monday. He stated that they will review the survey results and begin working on recommendations.

City Manager Dillner stated that we have received one proposal for the restroom/concession stands at the two ball field complexes.

City Manager Dillner stated that we will be looking at bids for turf replacement at McDonald Stadium soon.

City Manager Dillner stated that the Fire Department submitted a grant application for funding for three fire fighters.

City Manager Dillner stated that the Police Department will begin working with a committee soon to consider options for spending the Opioid Settlement funds.

EXECUTIVE SESSION

Commissioner Kendra Wilkinson moved to recess into executive session pursuant to the attorney-client privilege exception under K.S.A. 75-4319(b)(2) for the purpose of discussing a legal matter and to reconvene the meeting at 6:35 p.m. in the City Commission Room.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

Mayor Bill Young called the meeting back to order at 6:36 p.m.

ADJOURNMENT

Commissioner Kendra Wilkinson moved to adjourn the meeting at 6:37 p.m.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY COMMISSION MEETING

April 3, 2023

The El Dorado City Commission met in a regular session on April 3, 2023 at 5:30 p.m. in the Commission Room 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 Administration Director Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Jason Patty	220 E 1 st Ave	El Dorado, KS
Phil Benedict	El Dorado Chamber of Commerce	El Dorado, KS
Haley Remsberg	220 E 1 st Ave	El Dorado, KS
Brad Meyer	220 E 1 st Ave	El Dorado, KS
Mike Holton	220 E 1 st Ave	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the April 3, 2023 meeting to order.

INVOCATION

Pastor Stan Marten, First Presbyterian Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATION

Mayor Bill Young read the proclamation declaring April “Child Abuse Prevention Month”.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of Appropriation Ordinance No. 03-23 in the amount of \$1,524,735.12.

Commissioner Leon Leachman moved to approve the consent agenda as presented.

EL DORADO CITY COMMISSION MEETING

April 3, 2023

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

PUBLIC HEARING

There were no public hearings scheduled.

OLD BUSINESS

There was no old business.

NEW BUSINESS

AIRPORT ENTRY ROAD AND PARKING LOT PROJECT

Public Works Director Brad Meyer stated that this project will be to replace the road and parking area at the airport. He stated that the current entry road and parking were installed in the 1980's, rehabilitated in 2013, and have outlived their useful life. He stated that this is a 90/10 project with the FAA, so the City will only be responsible for 10% of the project cost.

Commissioner Kendra Wilkinson moved that since Pearson Construction LLC has submitted the lowest and best bid of \$542,684.75 for Airport Improvement Project (AIP) No. 3-20-0018-017/018 and Amendment No. 1 to the Engineering Services Agreement with Olsson, Inc. in the amount of \$116,600, the City Manager be directed to award the contract to said contractors and execute all documentation associated with the project providing that the company furnish the proper bonds.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

DISCUSSION ITEMS

None.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Kendra Wilkinson stated that Main Street met last week and because they did not have a quorum, they brainstormed new fund raising events.

Commissioner Gregg Lewis asked if there were any open positions on the advisory boards.

Administration Director Tabitha Sharp stated that she didn't know off the top of her head, but would look and get back to the Commission tomorrow.

Mayor Bill Young stated that the Walnuts are looking for support in the community for the players coming in, he stated that they will beginning their season soon.

Mayor Young thanked the public safety personnel for their work on the grass fires over the weekend.

CITY MANAGER REPORT

City Manager David Dillner stated that he will be hosting a community meeting at BrewCo starting at 7:30 Tuesday morning. He stated that he will be hosting these events throughout the year to get more feedback from citizens.

City Manager Dillner stated that staff will be meeting with the contractor for the proposed restroom/concession facilities at the ball fields.

City Manager Dillner stated that the work in Township Village is completed aside from some minor clean-up.

City Manager Dillner stated that he knew the Commission had been getting questions regarding the drag show being hosted in June. He stated that the event is being sponsored with tourism funds which are derived from bed tax. He stated that tourism funds must be used to promote the community and provide events. He stated that the event was discussed at an Experience El Dorado meeting last year and was unable to come to fruition.

City Manager Dillner stated that Troy Palmer e-mailed him on Saturday and asked that the City consider taking the golf course back or allowing him to sell the property. He stated that the contract provides the City first right of refusal on the property.

Commissioner Kelly Tetrick stated that he doesn't want to get back into the golf course management business, but would like to know why they elected to sell the golf course and how much we were subsidizing the golf course.

City Manager Dillner stated that we sold the golf course in order to stop subsidizing the course. He stated that the course was subsidized to the tune of about \$250,000 per year. He stated that Mr. Palmer is concerned that he will be unable to keep it going because of the financial struggles he is experiencing.

Commissioner Gregg Lewis stated that he felt we need a golf course. He asked if it could be put in a land bank until we can make a decision.

EL DORADO CITY COMMISSION MEETING

April 3, 2023

City Manager Dillner stated that we could, but we would need to figure out how to operate the facility in the meantime.

Commissioner Leon Leachman stated that he would like to see the options. He stated that we might be able to consider a 9-hole golf course.

Mayor Bill Young stated that he agreed that we need a golf course, but would like to see the information on the course before we move forward with a decision.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 5:56 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

March 29, 2023

The El Dorado City Commission met in special session on March 29, 2023 at 5:00 pm at 220 E 1st Avenue with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Kendra Wilkinson, Commissioner Leon Leachman, City Manager David Dillner, and MIO Julie Clements. Absent: City Attorney Ashlyn Lindskog and City Clerk Tabitha Sharp.

VISITORS

Mike Holton	128 N Vine	El Dorado, KS
Kevin Wishart	220 E 1 st Ave	El Dorado, KS
Alyssa Warner	220 E 1 st Ave	El Dorado, KS
Javan Gonzalez	220 E 1 st Ave	El Dorado, KS
Phil Benedict	El Dorado Chamber of Commerce	El Dorado, KS
Steve Fellers		El Dorado, KS
RLCC Members		

CALL TO ORDER

Mayor Bill Young called the March 29, 2023 Special City Commission meeting to order at 5:00 p.m.

WORK SESSION DISCUSSION ITEMS

CIVIC CENTER

City Manager David Dillner presented an overview of where the Commission is with the Civic Center and a look at the use and financials from the past few years. The goal was to outline all of the information they have, answer any questions and get the next steps. He said the City does not have specific, future plans for the Civic Center at this time. If the plan was to continue to utilize it as an event center, there might be modifications needed.

City Manager Dillner went on to look at some things that could apply to the Civic Center use from City documents, although they don't specifically address it, including the Comprehensive Plan and the Main Street Downtown Master Plan. Some options could include: locations for future governmental facilities, retail, commercial use, housing or recreation facilities. The City also has agreements with the Chamber of Commerce and Butler Electric Cooperative for use of the building. Staff researched twelve other event venues in the greater El Dorado area, which generally cost more and hold fewer people or are marketed for specific purposes. The Commission was left with three options: 1. Continue to own and operate it as an event space, recreation facility or governmental facility; 2. Accept Real Life's offer and sell it; 3. Solicit other offers or lease it to another party.

City Manager Dillner also looked at the financial aspect of the Civic Center. He said if the City continues to own and operate it as an event center, the City would need to allocate funds

for improvement, as well as develop a plan to increase use and revenue; develop a marketing program and review the fee schedule; or utilize it for innovate public events. If the Commission decided to try to sell it for the market value, the City would list it for a minimum of one year pending any reasonable offers. The cost to upgrade it for rentals could be half to three-quarters of a million dollars and would include technology, carpet, lighting, etc.

Currently, the Civic Center can be rented as a full facility or partially with just the break-out rooms. There also is a discounted rate for non-profits. The expenses for the facility include estimated staff time, maintenance costs, utilities, property tax and insurance. From 2017 to 2022, the average annual revenue was \$55,873, with expenses averaging \$93,089 and capital expenses at \$26,257 for an average loss of \$63,473 a year. Property taxes subsidize the Civic Center anywhere from half to one mill, depending on the year.

Commissioner Gregg Lewis asked how hard it was to get staff to come in after midnight to set up for church on Sundays. Kevin Wishart, Parks and Rec Director, said it wasn't easy but it is part of their job. It does cause staff to go into overtime by the end of the week.

Looking at the number of rentals, there were 73 full rentals and 50 partial rentals in 2017 and last year there were 13 full and 31 partial rentals, not including the church.

Commissioner Kelly Tetrick said the decrease in rentals was a trend and asked if those numbers were ever going to go up. He said everyone he has talked to says it's too expensive to rent and that is why they go other places. He said if he owned an asset that lost \$63,000 a year, he would sell it as quickly as possible. He said it was a huge amount of money the City could spend on something else.

Mayor Bill Young said they also subsidize pools and parks, but they have to look at the number of visits and usage. He said if the City was subsidizing the pool and it had 13 uses the whole year, they would be rethinking that as well.

City Manager Dillner said the chart did not show the number of free uses. He also said they could increase use, maybe with city events. He asked how they could proactively use it and turn it into a public space to generate more community traffic.

Commissioner Lewis pointed out he sees Burlington Northern having project meetings in the Train Depot a lot and asked why they weren't in a break-out room of the Civic Center. He said that is revenue for the Civic Center.

Mayor Young said out they are both city properties and it wouldn't make any difference on the bottom line.

Commissioner Leon Leachman said it comes back to the marketing plan and how to get other income. He agreed if they were just renting space, the City is in trouble.

Commissioner Lewis said he set up a managers' meeting for his company but because of issues at a local hotel, they moved it to Wichita because El Dorado has nothing to offer.

Commissioner Tetrick asked what they hope to get out of it. If the goal is for it to be rented 15 to 40 times a year and make no money, then that's a plan, but he didn't think that was a good plan. He asked what the ultimate goal was for that building.

Commissioner Kendra Wilkinson asked if Javan Gonzalez, Destination Services Coordinator, had ideas on how to utilize it and what needs to be done to make it more appealing.

Gonzalez said he would recommend some general cosmetic upgrades and restructuring of how the facility is laid out. He said most conferences require a certain number of hotel rooms within a certain number of blocks, usually five blocks and half the number of attendees, which El Dorado doesn't have. He also suggested changing how it is set up so more than one event can be held there on the weekends. They also could generate revenue with monthly subscriptions.

Mayor Young said his concern was the trend in revenues and expenses. He said he wasn't advocating selling it to the church for \$400,000, but he didn't want to be subsidizing it significantly to be in competition with other businesses in the community. He said it was not a standard general service.

Commissioner Lewis said he wanted to repurpose the building. He wanted to see the Police Department put in the building, along with municipal court and the evidence room so it was all secure. He suggested asking the church if they wanted to buy The Cage.

Commissioner Tetrick asked how much it would cost to build a new police station, saying it would be better to sell the Civic Center and build a new building for a million dollars.

Commissioner Kendra Wilkinson said she could envision it becoming a little shopping mall like District 142 but it would have to be marketed. She asked if that was what they need though. She said she was jumping back and forth on the fence because she can see why the Chamber and Main Street view the Civic Center as being part of a vibrant downtown.

Commissioner Tetrick questioned if thirteen rentals was vibrant.

Commissioner Leachman said they have to be fair to the church, which made an offer. He said the city has to give them an answer and he didn't think they could accept that offer.

Mayor Young said if they instruct staff to sell it, they have to give the City Manager a range. He anticipated David's first action would be to go to the church to see if they could get close to that. He said they wouldn't be looking at this if it wasn't for the church coming to them. He went on to say when they talk about the vibrancy of downtown it frustrates him because there is an assumption the church isn't a vibrant place. He said the church brings a lot to the community and is a critical part of a healthy community. He said there are a lot of buildings

downtown Main Street is working on and there isn't a shortage of space for people to remodel into housing, retail or restaurants.

Commissioner Leachman said as long as they have the Civic Center he would love to see the church continue to rent it. He said if they keep it they have to get creative with marketing.

Mayor Young said they have to figure out how they move forward. He said the consensus is the offer from Real Life is a non-start. He wanted to give staff some direction.

Commissioner Wilkinson said she is concerned they are getting in a hurry to sell it.

City Manager Dillner said he couldn't tell the commission what it would cost to retrofit the building for free. He advised against chasing all of the ideas. He said if they want to repurpose the building they need to have a conversation with the community on what that looks like then pull in an architect.

Mayor Young said he didn't know how they solicit input and not run into the same thing they did with the pool. The community wants something the city doesn't have the money to deliver. He said they were looking to David on how to move forward.

Commissioner Lewis suggested putting it on the market for \$1.9 million and seeing how it goes.

Commissioner Tetrick thought in a year they would still be talking about it being for sale.

Commissioner Lewis said to let the chamber run it for a year, have it on the market and the church would still be there.

Mayor Young said if he was the church and Velocity, he would start looking for a place immediately.

City Manager Dillner said the chamber has been helping book the facility, but City staff sets it up and they would have to continue to do that. He said it is a community asset that the community can utilize. These things are always subsidized by the taxpayer.

Commissioner Tetrick said others aren't subsidizing to rent something 13 times a year.

Mayor Young said he wasn't comfortable with the City being in the event center business, but he didn't know what other ideas for the building would be.

City Manager Dillner said he could develop a process for soliciting ideas and narrowing those down to what the commission wants to study.

Mayor Young said his first take-away was they need to give the church their thoughts. Then set up a community forum and get as much information to that group as possible so they make some educated suggestions. If the community says it is fine with 13 rentals and investing in it, then they go on from there.

Commissioners Leachman and Lewis agreed.

Commissioner Tetrick said he didn't agree and thought they were opening up a can of worms. He thought the ideas they would get back were not going to be cheap and few would be realistic.

The majority of the Commission agreed to set up a community forum for ideas.

REGULAR AGENDA PREVIEW

The City Commission reviewed the upcoming agenda for April 3, 2023.

COMMISSION REPORTS

There was no report.

CITY MANAGER REPORT

There was no report.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:55 p.m.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

TO: City Commission
FROM: Brad Meyer
SUBJ: Annual Street Maintenance Program Bid Approval
DATE: April 17, 2023

Background:

Each year the city uses sales tax money for preventative maintenance on improved city streets such as asphalt rejuvenation, crack sealing and repairs on improved city streets. This year's program includes crack sealing prior to applying a seal coat to the following areas, South from Central to the Traffic Way and High Street to Fredrick Drive. Reclamation will also be done on South Main from Central to the South City Limits and new asphalt in Township Village.

Project Schedule (Subject to Change):

Begin – Mid-May

Complete – October

Attachments:

1. El Dorado Estimate 1250
2. El Dorado Estimate 1251

Policy Issue:

Should the City Commission move forward with the reclamation program in these areas?

Fiscal Impact:

These funds are allocated through the sales tax ordinance in the amount of \$100,000 each year. The project cost for the scheduled areas is \$147,238.27. The additional areas and crack sealing increased the cost by \$82,903, for a project total of \$230,141.27. The balance in the reclamation portion of the Ordinance Street Sales Tax Fund is \$248,158, which will cover the entire cost.

Trade-offs:

The use of these funds is directed by the Sales Tax Ordinance, and so they cannot be spent on other projects.

Staff Recommendation:

Approve the bid.

Commission Action:

Included in the consent agenda motion.



PROSEAL INC.
P.O. BOX 555
Augusta, KS 67010
Tulsa, OK Lincoln, NE
Toll Free 1-877-650-9805

Estimate

Date	Estimate #
4/12/2023	1250

Name / Address
CITY OF EL DORADO 220 E. 1st EL DORADO, KS 67042

Project

Description	Qty	Cost	Total
CRACK SEALING NW Area 3, Towanda, McCollum Traffic Control	17,600 9	1.85 1,200.00	32,560.00 10,800.00
CRACK SEALING Area 5	21,375	1.85	39,543.75
Thank you for the opportunity to provide Innovative Pavement Preservation. KS, OK, NE, www.proseal.us		Total	\$82,903.75



PROSEAL INC.
P.O. BOX 555
Augusta, KS 67010
Tulsa, OK Lincoln, NE
Toll Free 1-877-650-9805

Estimate

Date	Estimate #
4/12/2023	1251

Name / Address
CITY OF EL DORADO 220 E. 1st EL DORADO, KS 67042

			Project
Description	Qty	Cost	Total
RECLAMITE ASPHALT REJUVENATOR APPLICATION Area 5 & New: Towanda, Kansas, Topeka, 5th, Simpson, Hunton, Marmaton, Diagonal	158,892	0.80	127,113.60
RECLAMITE ASPHALT REJUVENATOR APPLICATION Main - Central to South City Limit Bridge	18,463	1.09	20,124.67
Customer will provide sweeping and sand		Total	\$147,238.27

TO: City Commission
FROM: Scott Rickard
SUBJ: KDOT Project Agreement for Resurfacing Project on N. Main Street (6th Avenue to McCollum Road)
DATE: April 17, 2023

Background:

The City has been allocated funding for surface preservation on North Main from 6th Avenue to McCollum Road 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.

Attachments:

1. KDOT CCLIP - SP Agreement

Policy Issue:

Approval of the City Commission to authorize the Mayor to sign and submit KDOT Agreement 54-23.

Fiscal Impact:

KDOT \$400,000 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 the KDOT agreement.

Commission Action:

Commissioner _____ moved to to authorize the Mayor to execute for and on behalf of the City of El Dorado, Agreement No. 54-23 between the City and the Kansas Department of Transportation.

Commissioner _____ seconded the motion.

PROJECT NO. 008 U-2464-01
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 N Main Street (US-77), 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 and local 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; CCLIP (SP) Master – City Let (Rev. 10.01.2021)

(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. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“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.

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

11. **“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.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

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

14. **“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.

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

16. **“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.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for N Main Street (US-77), from 6th Avenue to McCollum Road in El Dorado, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“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.

25. **“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 Participating 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 ten percent (10%) over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	10% of Participating Costs of Construction and CE until Secretary's funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary's funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments. 100% Non-Participating Costs.

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 or retained 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 within the Project Limits. 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 or Non-Participating 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.*) as applicable, 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, subcontractors, or suppliers. 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 in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

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.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have 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 Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or 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.

9. **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 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 (PS&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.

10. **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.

11. **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 City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **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 in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **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.

15. **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.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. 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. 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.*

17. **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.

18. **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 set forth 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.

19. **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.

20. **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.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained 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.

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

23. **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.

24. **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 substantial compliance with the final Design Plans and specifications.

25. **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 City Connecting Link Maintenance Agreement regarding portions of N Main Street (US-77) existing within the El Dorado city limits which is still valid and in effect as of the Effective Date. 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 **Civil Rights Attachment, Rev. 01.24.2023** 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 the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

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. **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.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

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: _____
Greg M. Schieber, P.E. (Date)
Interim Deputy Secretary and
State Transportation Engineer

Approved as to form:

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

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 Attachment shall govern should this 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. 100-259), (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)

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.

TO: City Commission
FROM: Scott Rickard
SUBJ: Request for Special Use Permit at 1750 Ryan Court for a Privacy Fence Exception
DATE: April 17, 2023

Background:

The Planning Commission held a public hearing on March 23, 2023 to review a Special Use Permit application to allow a privacy fence up to eight feet in height along the north property line of 1750 Ryan Court. The Planning Commission voted to recommend approval of the application (9-0)

Attachments:

1. 1750 Ryan Ct Fence Memo
2. 1750 Ryan Ct Map
3. 1750 Ryan Ct Ord
4. 3-23-23 Minutes

Policy Issue:

Special Use Permits (SUP) allow specific uses to take place on a property. Article Six of the Zoning Regulations allows privacy fences up to six feet in height with a building permit and administrative approval. The regulations state that "the Planning Commission may, as a special use, authorize the construction of a fence no higher than eight feet if the Planning Commission finds the public welfare is served."

Fiscal Impact:

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

Trade-offs:

N/A

Staff Recommendation:

Approve the ordinance.

Commission Action:

Commissioner _____ moved to approve an ordinance for Case No. 23-03-SUP, requesting a Special Use Permit for an eight-foot fence at 1750 Ryan Ct.

Commissioner _____ seconded the motion.

PLANNING COMMISSION MEMORANDUM

TO: Planning Commission
FROM: Scott Rickard, Director of Engineering
RE: SUP – Fence at 1750 Ryan Ct.

Andrew & Casey McGraw are requesting a Special Use Permit to allow a privacy fence up to eight feet in height along the North property line of 1750 Ryan Court. The McGraw's recently installed a pool and are requesting this fence height to improve safety and privacy.

Article Six of the Zoning Regulations allows privacy fences up to six feet in height with a building permit and administrative approval. The regulations state that “the Planning Commission may, as a special use, authorize the construction of a fence no higher than eight feet if the Planning Commission finds the public welfare is served.”

Many of the following SUP standards will not apply in this case as they are primarily for reviewing specific land uses and/or structures. The standards that must be met and staff recommendations are as follows:

- A. *The location and size of the proposed use in relation to the site and to adjacent sites and uses of the property, and the nature and intensity of operations proposed thereon.* Land uses will remain the same on and around 1750 Ryan Ct.
- B. *Accessibility of the property to police, fire, refuse collection and other municipal services; adequacy of ingress and egress to and within the site; traffic flow and control; and the adequacy of off-street parking and loading areas.* N/A
- C. *Utilities and services, including water, sewer, drainage, gas, and electricity, with particular reference to location, availability, capacity and compatibility.* N/A
- D. *The location, nature, and height of structures, walls, fences, and other improvements; their relation to adjacent property and uses; and the need for buffering or screening.* The proposed privacy fence will be up to eight feet in height. No additional buffering or screening is needed.
- E. *The adequacy of required yard and open space requirements and sign provisions.* N/A
- F. *The general compatibility with adjacent properties, other properties in the district, and the general safety, health, comfort and general welfare of the community.* Approving an additional two feet in height to a privacy fence is not expected to have a negative impact on neighboring properties and is compatible with current land uses in the area.

Staff recommends a recommendation to approve the Special Use Permit. Approval of this Special Use Permit requires a majority vote of the Planning Commission members present and voting. The Planning Commission may recommend approval, recommend approval with conditions, or recommend denial of the application.

Approval:

I move to recommend approval of Case No. 23-03-SUP, a request by Andrew & Casey McGraw, for a Special Use Permit to allow a fence up to eight feet in height on the property located at 1750 Ryan Ct., for the reasons set forth in the staff recommendation and heard at this public hearing.



1790 N Jason Dr

1725 E Candace Ln

1744 E Candace Ln

1731 E Candace Ln

1750 E Candace Ln

1830 N Cottonwood Dr

1735 E Candace Ln

1710 E Ryan Ct

1714 E Ryan Ct

1741 E Candace Ln

1745 E Candace Ln

1810 N Cottonwood Dr

1720 E Ryan Ct

1751 E Candace Ln

1705 E Ryan Ct

1730 E Ryan Ct

1740 E Ryan Ct

1740 N Cottonwood Dr

1540 N Aaron Ct

1715 E Ryan Ct

1730 N Cottonwood Dr

1725 E Ryan Ct

1735 E Ryan Ct

1750 E Ryan Ct

1745 E Ryan Ct

1720 N Cottonwood Dr

1530 N Aaron Ct

1710 E Payton Cir

1755 E Ryan Ct

1710 N Cottonwood Dr

1720 E Payton Cir

1640 N Cottonwood Dr

1730 E Payton Cir

1630 N Cottonwood Dr

1520 N Aaron Ct

1715 E Payton Cir

1610 N Cottonwood Dr

ORDINANCE NO. _____

WHEREAS, an application has been filed with the El Dorado Planning Commission requesting a Special Use Permit to allow a fence eight feet in height at 1750 Ryan Ct. and;

WHEREAS, on the 23rd day of March, 2023, at a Planning Commission meeting duly convened, the Planning Commission held a public hearing and voted to recommend and does hereby recommend that the Governing Body grant the Special Use Permit.

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

Section 1. The Special Use Permit is hereby granted to Andrew & Casey McGraw to allow a fence eight feet in height along the North property line in an R-1 Low Density Residential District at 1750 Ryan Ct.

Section 2. This ordinance shall be in full force and effect after its publication once in the official city newspaper.

PASSED by the Governing Body of the City of El Dorado, Kansas, on this 17th day of April, 2023.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

EL DORADO

K A N S A S

PLANNING COMMISSION MINUTES - DRAFT

March 23, 2023

5:30p.m.

1. CALL TO ORDER & ROLL CALL

Chairman Stewart called the meeting to order at 5:30pm.

Members Present

Steve Fellers
Lawrence Fischetti
Scott Hackler
Frank Hughes
Scott Leason
Brad Long
Tony Nichols
David Stewart
Gerald Watson

Others Present

Scott Rickard
Casey McGraw
Linda Fischetti

2. APPROVAL OF MINUTES

Commissioner Long moved to approve the minutes of the February 23, 2023, Planning Commission meeting, seconded by Commissioner Hackler. The motion passed (9-0).

3. NEW BUSINESS

ITEM NO. 1 – CASE NO. 23-03-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST FOR A SPECIAL USE PERMIT FOR AND EIGHT-FOOT FENCE AT 1750 RYAN CT.

A. Presentation of Request

Scott Rickard provided an overview of the request and staff memo. The applicants, Andrew & Casey McGraw are requesting a Special Use Permit to allow an eight-foot fence along the North property line of 1750 Ryan Court.

B. Public Hearing

Chairman Stewart opened the public hearing. No one came forward to speak on the matter.

C. Discussion by Planning Commission

Commissioner Hughes inquired if the fence would only be eight-foot on one side of the property. Mr. Rickard stated that was correct. Commissioner Leason verified the location of the fence. The applicant, Casey McGraw stated that they have a pool and the east side of the property already has a retaining wall with a six foot fence on top of the concrete and now the fence on the back property line is lower. They would like to increase the height on the north side of the property for safety and aesthetics. Commissioner Hackler asked if Mrs. McGraw is an acquaintance with the neighbor. Mrs. McGraw stated that they are and that her husband had spoken with them this week about the proposed fence and how they would share the extra height. Commissioner Long asked if the fence is getting replaced or added to. Mrs. McGraw stated they would be replacing the fence with all new materials. Mr. Rickard stated he did speak with the neighbors in question and after speaking with the applicants the neighbors had no issues with the proposed fence. Chairman Stewart inquired if anyone else reached out with concerns. Mr. Rickard stated that he had only received one, but it was more of an inquiry in the process of the request.

D. Motion

Commissioner Hackler moved to recommend approval of Case No. 23-03-SUP, an application by Andrew & Casey McGraw, for a Special Use Permit to allow a fence up to eight feet in height on the property located at 1750 Ryan Ct. for the reasons stated in the staff recommendation and heard at this public hearing, seconded by Commissioner Leason.

Roll Call Vote:

Steve Fellers	Y
Lawrence Fischetti	Y
Scott Hackler	Y
Frank Hughes	Y
Scott Leason	Y
Brad Long	Y
Tony Nichols	Y
David Stewart	Y
Gerald Watson	Y

The motion passed (9-0). Mr. Rickard said the application would go to the April 17th City Commission meeting.

4. OLD BUSINESS

5. STAFF ITEMS

Mr. Rickard stated that there are two upcoming cases and the Commission will be discussing sign regulations as well as the downtown master plan.

Linda Fischetti at 400 S Summit then requested to speak to the Commission regarding a privacy fence she wishes to place on her property. Ms. Fischetti was directed to speak to the City Clerk to be placed on the City Commission agenda.

6. ADJOURNMENT

The meeting was adjourned at 5:29pm.