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

1. **Call to Order**
2. **Roll Call**
3. **Invocation** -
4. **Pledge of Allegiance**

Proclamations and Recognition

5. Poppy Proclamation

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

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.)*

6. City Commission Meeting Minutes from May 15, 2023 and City Commission Work Session on May 31, 2023
7. Bid Approval of $29,650 from FYG Construction, LLC for the Chelsea Sidewalk Project (Project No. 611)
8. Annual Liquor Tax Distributions ($8,309 to SCARF; $21,013 to Family Life Center; and $7,913 to Tri-County CASA)
9. Interlocal Agreement with Butler County, Kansas Concerning Emergency Medical Services
10. Bid Approval of $751,483.59 from APAC-Kansas for Street and Sanitary Sewer Improvements in the Adlesperger-Smith Addition (Project Nos. 601 & 602)
11. Design-Build Amendment Agreement with Conco Construction for Butler Community College Locker Room at East Park
12. Set the Public Hearing Date for the El Dorado Plaza CID Petition
13. Waiver and Release of Use Restrictions for Satchell Creek

Old Business

14. None

New Business

15. Request for a Special Use Permit to Operate a Microdistillery at 518 N. Star Street

16. An Ordinance Amending Section 6.20.040 of the Municipal Code Regarding the Keeping of a Staffordshire Terriers

Discussion Items

17. None

Reports

18. City Commission and Advisory Board Updates

19. City Manager

Executive Session

20. None

Adjournment

21. 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
KANSAS

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead, and aids the living veterans and their families; and

WHEREAS, the poppy as a memorial for the American war dead is a tradition which began in the years following the First World War; and

WHEREAS, the contributions are used solely for children and youth and Veterans Affairs and Rehabilitation in our local community;

NOW THEREFORE, I, Bill Young, Mayor of the City of El Dorado, do hereby proclaim the month of May 2023 as;

POPPY MONTH

in the City of El Dorado, Kansas, as an expression of gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American Citizens.

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas, to be affixed this 5th day of June 2023.

_____
Mayor Bill Young

Seal

_____
Tabitha Sharp, City Clerk

EL DORADO CITY COMMISSION MEETING **May 15, 2023**

The El Dorado City Commission met in a regular session on May 15, 2023 at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and Administration Director Tabitha Sharp. Absent: Commissioner Gregg Lewis and City Attorney Ashlyn Lindskog

VISITORS

Phil Benedict	El Dorado Chamber of Commerce	El Dorado, KS
Mike Holton	220 E 1st Ave	El Dorado, KS
Kevin Wishart	220 E 1st Ave	El Dorado, KS
Doug White	Sprinturf	

CALL TO ORDER

Mayor Bill Young called the May 15, 2023 meeting to order.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PERSONAL APPEARANCES

Jennifer Zimmermann, El Dorado Senior Center, presented information on the Senior Center's activities.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of City Commission meeting minutes from May 1, 2023 and Special City Commission meeting minutes from May 3 and 10, 2023.

Approval of Appropriation Ordinance No. 04-23 in the amount of $1,527,063.96.

Approval of a cereal malt beverage license for Jump Start at 1631 W Central Ave to expire on December 31, 2023.

Approval of the appointment of Austin Letts to the Planning Commission for a term set to expire on May 1, 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

PROJECT 609 – 2023 SALES TAX RESURFACING RESIDENTIAL STREETS

City Engineer Scott Rickard stated that this will be a two inch mill and overlay of the following streets: Warren Road (Main to Lawndale), Random Road (Main to Lawndale), Bel Air Road and Rice Drive.

Commissioner Kelly Tetrick moved that since Pearson Construction has submitted the lowest and best bid of $179,936.00 for Project No. 609, the City Manager be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

MCDONALD STADIUM TURF REPLACEMENT

Commissioner Kendra Wilkinson moved to table the McDonald Stadium turf replacement bid discussion.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

MCDONALD STADIUM FENCE REPLACEMENT

Kevin Wishart, Parks and Recreation Director, stated that staff would like to move forward with a composite material fence. He stated that they require less maintenance and have a good warranty.

Commissioner Kelly Tetrick moved to accept the bid from SportsEdge in the amount of $149,640.77 for materials and Kansas Fencing in the amount of $29,413.00 for installation and direct the City Manager to sign the contracts.

Commissioner Kendra Wilkinson seconded the motion.

Mayor Bill Young asked if the outfield fence height was being increased.

Mr. Wishart stated that it was being increased to 12 feet.

Commissioner Leon Leachman asked if there would be a home run line.

Mr. Wishart stated that there would be.

Motion carried 5 – 0.

DISCUSSION ITEMS

There were no discussion items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Leon Leachman reviewed the activities of the Experience El Dorado board.

Commissioner Leachman stated that the Oil Museum received a grant and is being awarded in person tomorrow. They have invited the Commission to attend.

Commissioner Kelly Tetrick stated that the library still needs summer volunteers. He stated that their book fair would be at the end of the month.

Mayor Bill Young encouraged the citizens to attend the Walnuts games and to host players if they are able.

CITY MANAGER REPORT

City Manager David Dillner stated that the Police Department and several community partners held a very successful fentanyl informational meeting last week.

City Manager Dillner stated that the El Dorado Plaza is requesting a CID for the property that was formerly the Orscheln's store.

City Manager Dillner stated that the Butler Community College Board approved the locker room bid at their last meeting. He stated that staff will bring an agreement to Commission for that soon.

City Manager Dillner stated that several items on the ball field improvement project are moving forward including the scoreboards and concrete work.

Commissioner Leon Leachman stated that he attended an event at a park over the weekend and commended the parks staff on the condition of the parks.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Commissioner Kendra Wilkinson moved to adjourn the meeting at 5 p.m.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

_____ _____

City Clerk Tabitha D. Sharp Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING May 31, 2023

The El Dorado City Commission met in special session on May 31, 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, City Engineer Scott Rickard, and City Clerk Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Mike Holton	128 N Vine	El Dorado, KS
Kevin Wishart	220 E 1st Ave	El Dorado, KS
Alyssa Warner	220 E 1st Ave	El Dorado, KS
Emerald Ashlock	220 E 1st Ave	El Dorado, KS
Brad Meyer	220 E 1st Ave	El Dorado, KS
Jason Patty	220 E 1st Ave	El Dorado, KS
Joe Haag	220 E 1st Ave	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the May 31, 2023, Special City Commission meeting to order at 5:00 p.m.

WORK SESSION DISCUSSION ITEMS

AUTOMATED METERING INFRASTRUCTURE

Public Utilities Director Jason Patty presented information on the Automated Metering Infrastructure.

The City Commission agreed to start the bidding process.

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

Finance Director Alyssa Warner presented information on the Capital Improvement Plan and Budget Schedule.

PRAIRIE TRAILS GOLF COURSE

City Manager David Dillner reviewed the new proposal for Prairie Trails.

The City Commission agreed to let the City Attorney draft a contract.

CREDIT CARD FEES PROPOSAL

Finance Director Alyssa Warner presented the Commission with information on the cost of running credit cards. She proposed a $1 fee be assessed to all credit card transactions to offset the fees from the credit card companies.

The City Commission agreed to move forward with adding a credit card fee to all transactions.

REGULAR AGENDA PREVIEW

The City Commission reviewed the upcoming agenda for June 5, 2023.

COMMISSION REPORTS

There was no report.

CITY MANAGER REPORT

There was no report.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:40 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

_____ _____

City Clerk Tabitha D. Sharp Mayor Bill Young

TO: City Commission
FROM: Scott Rickard
SUBJ: Bid Approval of $29,650 from FYG Construction, LLC for the Chelsea Sidewalk Project (Project No. 611)
DATE: June 5, 2023

Background:
Bids were received for the sidewalk project from Chelsea Dr to El Dorado High School.

Attachments:
1. Proj No. 611 bid tab

Policy Issue:
The City Commission reviews the bids and awards the contract to the best bidder.

Fiscal Impact:
This project will be paid with sales tax funds.

Trade-offs:

Staff Recommendation:
Accept the bids and proceed with the requested improvements.

Commission Action:
Commissioner _____ moved that since FYG Construction, LLC has submitted the lowest and best bid of $29,650.00 for project no. 611, the City Manager shall be directed to award the contract to said contractor providing that the company furnish the proper bonds

Commissioner _____ seconded the motion.

EL DORADO
KANSAS

ENGINEERING DEPARTMENT

Bid Tabulations
Project 611 Chelsea Dr. Sidewalks (Chelsea Dr. to High School)
5/25/2023

		Engineer Estimate				FYG Construction		Barkley Construction	
Item No.	Description	Unit	No. of Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	4" Concrete Sidewalk (5' Wide)	S.F.	3,305.0	$ 6.50	$ 21,482.50	$ 5.00	$ 16,525.00	$ 10.75	$ 35,528.75
2	Truncated Dome Ramps	Each	1	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
3	Site Grading	L.S.	1	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 9,100.00	$ 9,100.00
4	Site Restoration/Seeding	L.S.	1	$ 3,500.00	$ 3,500.00	$ 3,750.00	$ 3,750.00	$ 4,195.00	$ 4,195.00
5	Downspout Extension	Each	1	$ 1,500.00	$ 1,500.00	$ 375.00	$ 375.00	$ 1,000.00	$ 1,000.00
			Total		$ 37,682.50		$ 29,650.00		$ 51,823.75

TO: City Commission
FROM: Emerald Ashlock, Executive Assistant
SUBJ: Annual Liquor Tax Distributions ($8,309 to SCARF; $21,013 to Family Life Center; and $7,913 to Tri-County CASA)
DATE: June 5, 2023

Background:
Annually, the city distributes money to non-profit organizations through the collection of liquor taxes. The money can only be distributed to organizations that assist children who are victims of domestic violence or drug and alcohol programs. The applications are included.

Organization	2021 Awarded	2022 Awarded	2023 Request	Staff Recommendation
SCARF	$5,636	$9,367	$10,500	$8,309
Family Life Center	$11,063	$19,403	$26,554	$21,013
Communities in Schools	$4,175	N/A	N/A	N/A
Tri-County CASA	N/A	$4,683	$10,000	$7,913
TOTAL	$20,874	$33,453	47,054	$37,235

Attachments:
1. Family Life Center application
2. CASA application
3. Charter Ordinance No. 26
4. Letter to CASA
5. Letter to Family Life Center
6. Letter to Sunlight
7. SCAC application

Policy Issue:
The City Commission must allocate the funds as they see fit.

Fiscal Impact:
During 2022 the City received $37,236 in Liquor Tax Revenue. The applications received are well above the available amount. Staff awarded each eligible agency with a percentage of the request based on the total requests and available funds.

Trade-offs:
Not Applicable.

Staff Recommendation:
Approve the allocations as recommended.

Commission Action:
Commissioner _____ moved to award liquor tax funds as follows: $8,309 to SCARF, $21,013 to Family Life Center, and $7,913 to Tri-County CASA.

Commissioner _____ seconded the motion.

Family Life Center
Safehouse

P.O. Box 735
El Dorado, KS 67042
800-870-6967 or 316-321-7104

May 8, 2023

El Dorado City Commission
P.O. Box 792
El Dorado, KS 67042

Dear City Commissioners:

The Family Life Center – Safehouse is a Shelter and Outreach program for victims of domestic violence and sexual abuse. Our service area is Butler, Elk, Greenwood and Chautauqua Counties. In 2022 the Safehouse sheltered 40 women and 36 children. The length of stay of a client in shelter, is based on each client's individual need. We have had clients stay overnight, which is long enough to have a protection order to be served, up to as long as 90 days. There have been 34 families that have moved to a different living situation this past year. This can either be into permanent housing or move in with family, but they have not gone back to their abusers. We receive a grant from the Kansas Housing Corporation call Rapid Re-housing. This grant allows us to assist clients in shelter with security deposits, rent up to 3 months and utility bills and utility arrears. We have placed 9 clients into permanent housing since July 1, 2022. Clients in shelter meet with our Client Advocate to set up an Action Plan and then meet on a weekly basis to go over their action plans and get resources so that they can meet their goals to get back on their feet.

Our Court Advocate has assisted 216 victims with filing protection orders. These protection orders have been protection from abuse, protection from stalking and sexual abuse orders. Our Teen Dating Violence Program is an interactive role-playing activity presented to youth. The activity opens conversation and raises awareness about dating violence along with the red flags of unhealthy relationships. The Teen Dating Violence Program was presented to students in El Dorado, Augusta, Remington, Douglass, Eureka and West Elk High Schools this past year. We have also presented our education program Safe and Smarter Schools. This program is presented in the Hamilton school Pre-K through 9th grade and El Dorado Headstart. This next school year it will be in Madison, Longton and Eureka schools and Social Stars in El Dorado. This program teaches children about the traditional safe touch and stranger danger, but goes further to teach children the safety tools on how to effectively use their voice, what their personal boundaries are, and how to share with their trusted adults.

The Family Life Center is requesting $26,554.00 from the City of El Dorado Liquor Tax Funds. These funds will assist in the salaries for the Sexual Assault/Police Response Advocate and the Outreach Advocate.

The Sexual Assault Advocate is a trained advocate that is present for support and comfort through the entire forensic examination process and available to accompany the victim through any court proceedings. The Police Response Advocate can be called when law enforcement responses to a domestic violence situation. After the perpetrator is taken into custody, the advocate will support the victim with crisis counseling, safety planning and resources.

The Outreach Advocate has set up a Support Group in the Butler County jail for women that are incarcerated. This support group meets every Monday afternoon for an hour and a half. It helps women that are in jail be able to talk with a trained advocate about domestic violence (which I'm sure sometime in their life they have been in an abusive situation).

Enclosed you will find a financial statement providing documentation for the 2022 El Dorado Liquor Tax Fund. Our fiscal year starts July1st and ends June 30th. We use this money accordingly to our fiscal year. The enclosed financial report is for the fiscal year July 1, 2022 to May 5, 2023, but will show the days of June 1, 2022 (when we received the funds) through May 5, 2023. We will completely use all of the funds by the end of our fiscal year June 30, 2023.

If you have any questions please feel free to contact me at 316-321-7104.

Sincerely,

Darla Carter

Darla Carter
Executive Director

Family Life Center, Inc.
Profit & Loss by Class
June 1, 2022 through May 5, 2023

	El Dorado Liquor Tax 2022/2023	TOTAL
Ordinary Income/Expense		
Income		
422 · El Dorado Liquor Tax 2022/2023	19,403.00	19,403.00
Total Income	19,403.00	19,403.00
Expense		
500 · Payroll Expenses		
501 · Wages	13,036.00	13,036.00
502 · Social Security/Medicare	1,102.70	1,102.70
503 · KS Unemployment	40.34	40.34
500 · Payroll Expenses - Other	1,468.00	1,468.00
Total 500 · Payroll Expenses	15,647.04	15,647.04
Total Expense	15,647.04	15,647.04
Net Ordinary Income	3,755.96	3,755.96
Net Income	**3,755.96**	**3,755.96**

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date:
MAY 10 1995

THE FAMILY LIFE CENTER OF BUTLER COUNTY INC
P O BOX 735
ELDORADO, KS 67042-0735

Employer Identification Number:
48-1087496
Case Number:
755100032
Contact Person:
ANNETTE SMITH
Contact Telephone Number:
(214) 767-6023
Our Letter Dated:
November 27, 1990
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Bobby F. Scott
District Director

Letter 1050 (DO/CG)

CASA
Court Appointed Special Advocates
FOR CHILDREN
TRI-COUNTY CASA, INC.

2375 West Central
P. O. Box 926
El Dorado, KS 67042

Phone: 316-320-0238
Fax: 316-322-7797
Email: director@tri-countycasa.net

May 8, 2023

El Dorado City Commissioners
220 East First
El Dorado, KS 67042

RE: Liquor Tax Program

Dear Commissioners:

Tri-County CASA is submitting a request for funding through the Liquor Tax Program for the purpose of preventing domestic violence. I am enclosing documentation of how the money was spent from funding received for FY22. This is the QuickBooks report, payroll item detail, of the portion of salary funded for each payroll period.

Tri-County CASA is a volunteer based agency. Although we are an independent 501 c 3 non-profit agency, we are considered a part of the legal system because of the information we provide to the court and the oversight of the Kansas Supreme Court. CASA Volunteers work with children who are victims of abuse and neglect. These children suffer trauma by the actions of their parents and those in the home who are responsible for their care. Of the children's cases assigned to CASA volunteers, 80% or more annually is related to drug use and violence in the homes.

Research has demonstrated that children who grow up in homes with violence and substance abuse are more likely to repeat these behaviors as adults. They are less likely to be empathetic to others and more likely to have low self-esteem. Children from homes with violence and substance abuse are 58% more likely to become a juvenile offender, 38% more likely to be arrested as an adult, and 30% more likely to be involved in a violent crime.

Children/youth with a CASA volunteer do better in school, are more likely to receive community based services and have a higher self-esteem. Funding for the CASA volunteer program today will be a savings for El Dorado in the future.

Our volunteers are from all professions and various backgrounds. To be appointed as a CASA volunteer, an individual must be 21 years of age, and pass an extensive background screening.

Kevin Hays – President
Darlene Andrews – Vice President
Rayanne Silvis – Secretary
Lauren Davis – Treasurer
Sue Erikson – Member
Kristi Ashenfelter – Member
Glenda Giro – Member
Troy Tabor – Member
Brian Sevart – Member
Rita Lewis – Member

Mandatory training is then provided, the volunteer is certified with the Office of Judicial Administration through the Kansas Supreme Court, and appointed by a local judge to the case for a child victim.

Volunteers and staff appointed to CASA children work with the child for as long as the case is open in the court system. With the exception of the contracting social service agency for the state, (TFI in this area), the appointed CASA is the only other person or agency regularly traveling to the child's placement for visits with the child regardless of where placed anywhere in Kansas. The CASA is also the only other one who conducts a thorough investigation of child and family functioning by interviewing family members and relevant professionals such as teachers, doctors, mental health workers and others with knowledge of family dynamics. The CASA volunteer submits a report to the court prior to each court hearing, and makes recommendations as to what is in the best interest of the child. This has been especially important recently because of the significant turnover in social service agency case managers and understaffing in their agency.

A CASA's appointment typically lasts from 18 months to two years, but due to the severity of the child's case, many are now open as long as five or more years. Two separate youth had the same CASA working with them for more than 11 years. CASA served 66 children in 2022. Of those, 33 were from El Dorado.

Although Tri-County CASA is a volunteer-based nonprofit agency, the needs are the same as most businesses. Equipment and supply purchases, insurance, accounting, and training expense are some of the line items on the budget. In addition, the largest CASA expense is the required paid staff. The Executive Director and staff to train and supervise volunteers and manage case activity must be paid positions. The Office of Judicial Administration through the Kansas Supreme Court sets requirements for the ratio of staff to volunteers and children's cases. Although wage expense is very necessary, it is also one of the most difficult line items for which to obtain funding. We recently lost a significant amount of funding for the director's salary from another source due to changes in their priority allocations. Tri-county CASA is asking the El Dorado City Commission to fund our request of $10,000 to be used for a portion of the Executive Director's salary.

In addition to being responsible for all aspects of the program, the Executive Director has also always carried a caseload of an average of 5 child abuse and neglect victims at a time. To be able to continue our work, we need the help of our community members and local governments.

Thank you for any financial help you may be able to provide to help the most vulnerable citizens in our community.

Sincerely,

Janett Jacobs

Janett Jacobs, LMSW
Executive Director

Kevin Hays – President
Darlene Andrews – Vice President
Rayanne Silvis – Secretary
Lauren Davis – Treasurer

Sue Erikson – Member
Kristi Ashenfelter – Member
Glenda Giro – Member

Troy Tabor – Member
Brian Sevart – Member
Rita Lewis – Member

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 2 2 2008

Employer Identification Number:
48-1242980
DLN:
17053028703076
Contact Person:
SHAREN J LOCKLEAR ID# 31209
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

TRI-COUNTY CASA INC
214 W CENTRAL
EL DORADO, KS 67042-0000

Dear Applicant:

Our letter dated OCTOBER 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

El Dorado Liquor Tax Fund grant 2022 Expense Rep
Line Item: partial Funding Executive Director Salary

12:29 PM
05/09/23

Tri-County CASA, Inc.
Payroll Item Detail
April 2022 through June 2023

Num	Date	Source Name	Payroll Item	Type	Wage Base	Amount
Salary						
390	07/01/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
394	07/15/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
404	08/12/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
408	08/26/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
412	09/09/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
416	09/23/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
420	10/07/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
424	10/21/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
428	11/04/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
432	11/18/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
436	12/02/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
440	12/16/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
444	12/30/2022	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
448	01/13/2023	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
452	01/27/2023	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
455	02/10/2023	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
458	02/24/2023	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
461	03/10/2023	Janett K Jacobs*	Salary	Paycheck	0.00	207.31
464	03/24/2023	Janett K Jacobs*	Salary	Paycheck	0.00	243.45
467	04/07/2023	Janett K Jacobs*	Salary	Paycheck	0.00	243.45
470	04/21/2023	Janett K Jacobs*	Salary	Paycheck	0.00	243.45
473	05/05/2023	Janett K Jacobs*	Salary	Paycheck	0.00	221.01
Total Salary					0.00	4,682.94
TOTAL					**0.00**	**4,682.94**

CHARTER ORDINANCE NO. 26

A CHARTER ORDINANCE EXEMPTING THE CITY OF EL DORADO, KANSAS, FROM K.S.A. SECTION 79-41a04, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT

Section 1. The City of El Dorado, Kansas, a city of the second class, by virtue of the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt and does exempt itself from and makes inapplicable to it K.S.A. 79-41a04, which section is not applicable uniformly to all cities of the second class and the legislature, not having established classes of cities for the purpose of imposing tax limitations and prohibitions, and provides substitute and additional provisions as hereinafter provided.

Section 2. The governing body of the City of El Dorado, Kansas, is hereby authorized and empowered to distribute liquor tax funds as follows:

a. One-third (1/3) of the funds shall be deposited in the General Fund of the City.
b. One-third (1/3) of the funds shall be deposited in the Special Parks and Recreation Fund in the City treasury for the purpose of purchasing, establishing, maintaining or expanding park and recreational services, programs and facilities.
c. One-third (1/3) of the funds shall be distributed to non-profit organizations specifically operating to prevent domestic violence. To be eligible for the funds, these organizations must provide the following to the City of El Dorado by February 1st of each year:
    i. A letter stating the amount of the request and what the funds will be used for;
    ii. Proof of non-profit status;
    iii. Proof in the form of invoices, receipts, bank statements and/or financial records of how funds were expended if they were received the prior year; and
    iv. Failure to provide the information above shall prevent any organization from being eligible to receive any funding in that calendar year.

Section 3. Publication. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 4. Effective Date. This Charter ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED by the Governing Body of the City of El Dorado, Kansas, on this 20th day of July, 2020.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

CITY OF EL DORADO SEAL BUTLER CO. KAN.

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

April 25, 2023

Tri County CASA
112 E Central Ave.
El Dorado, KS 67042

Re: Liquor Tax Program

To Whom It May Concern:

The City of El Dorado receives liquor tax funds and per Charter Ordinance No. 26, the monies shall be distributed to non-profit organizations specifically operating to prevent domestic violence. To be eligible for the funds, these organizations must provide the following to the City of El Dorado by noon on May 10, 2023:

I. A letter stating the amount of the request and what the funds will be used for;
II. Proof of non-profit status;
III. Proof in the form of invoices, receipts, bank statements and or financial records of how funds were expended if they were received the prior year; and
IV. Failure to provide the information above shall prevent any organization from being eligible to receive any funding in that calendar year.

Annually, the City Commission allocates funding to certain not-for-profit organizations that meet these criteria. The balance available for allocation is $37,236.

If your organization would like to be considered for this program, please submit a letter of application by noon on May 10, 2023, to Emerald Ashlock, Executive Assistant to the City Manager, 220 E. First Ave. A brief description of your proposed program and the total dollar amount of your request should be included.

We anticipate that the City Commission will determine the allocation of these monies at the June 5, 2023, City Commission Meeting at 6:30 p.m. Applicants should plan to attend this meeting to answer questions regarding their proposal.

If you have any questions or need additional information regarding the availability of these monies, please do not hesitate to contact at 316-321-9100 Ext. 103. We look forward to the possibility of working with you.

Sincerely,

Emerald Ashlock
Executive Assistant to the City Manager

April 25, 2023

Family Life Center of Butler County
115 S Washington St.
El Dorado, KS 67042

Re: Liquor Tax Program

To Whom It May Concern:

The City of El Dorado receives liquor tax funds and per Charter Ordinance No. 26, the monies shall be distributed to non-profit organizations specifically operating to prevent domestic violence. To be eligible for the funds, these organizations must provide the following to the City of El Dorado by noon on May 10, 2023:

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Sincerely,

Emerald Ashlock
Executive Assistant to the City Manager

April 25, 2023

Sunlight Children's Advocacy and Rights Foundation
110 S Gordy St
El Dorado, KS 67042

Re: Liquor Tax Program

To Whom It May Concern:

The City of El Dorado receives liquor tax funds and per Charter Ordinance No. 26, the monies shall be distributed to non-profit organizations specifically operating to prevent domestic violence. To be eligible for the funds, these organizations must provide the following to the City of El Dorado by noon on May 10, 2023:

I. A letter stating the amount of the request and what the funds will be used for;
II. Proof of non-profit status;
III. Proof in the form of invoices, receipts, bank statements and or financial records of how funds were expended if they were received the prior year; and
IV. Failure to provide the information above shall prevent any organization from being eligible to receive any funding in that calendar year.

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If you have any questions or need additional information regarding the availability of these monies, please do not hesitate to contact at 316-321-9100 Ext. 103. We look forward to the possibility of working with you.

Sincerely,

Emerald Ashlock
Executive Assistant to the City Manager

Sunlight
CHILD
ADVOCACY
CENTER

Board of Directors
Bryn Murphy, CEO
Justin Phillips, President
Jonathan May, Vice-President
Cole Hoppock, Treasurer
Melissa McCarthy, Secretary
Alana McNary
Sabrina Esterline
Tim Kice
Melody Matulewic
Kellie Nesmith
Brandon Wilson
Rachael Woods
Justine Milmine
Mike Prue
Craig Howell
Paul Stuart

May 9, 2022
Emerald Ashlock
220 E 1st
El Dorado, KS 67042

Dear Ms. Ashlock,

Sunlight Children's Services is applying to the City of El Dorado for funding through the Liquor Tax Program. Sunlight Children's Services is a Butler County non-profit organization that serves children and families here in El Dorado that have been victims of domestic abuse, child abuse, sexual abuse and/or neglect.

Sunlight Child Advocacy Center is a safe, child-friendly place where alleged victims of child abuse are interviewed. Sunlight CAC has quality partnerships with community stakeholders to build a team of professionals from law enforcement, mental health, DCF, medical and the county attorney's office, to give the victims and their families the best team of professionals to help them through their case. Sunlight CAC has been operating in El Dorado since 2007, and has continued to grow adding needed services to our community.

In 2022, Sunlight CAC conducted 303 forensic interviews of children. El Dorado residents complied roughly 25% of the interview victims served by the CAC in 2022. Sunlight also provides free therapy services to those children we serve, and we were able to provide 770 free therapy sessions in 2022 to help the children and families we serve gain tools to work through the trauma that led them through our doors. The percentage clients who are El Dorado residents receiving free therapy services is about 40%.

Without these services in our community, many children and families would be left navigating an often confusing system of professionals through the duration of their case. We are proud of the relationships Sunlight has built with our community partners and the services we are able to provide to those in need during an investigation.

Sunlight Children's Services is requesting that the City of El Dorado continue to help fund the CAC mortgage with a payment of $10,500 annually. This payment makes up a portion of our annual expense that we would not receive from any other funding source.

Thank you for past support and for your consideration in this matter. Please feel free to contact me at (316) 313-4107 if you require any further information.

Sincerely,

Bryn Murphy
CEO
Sunlight Children's Services

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 1441969846
July 09, 2009 LTR 4168C E0
84-1648274 000000 00
00050577
BODC: TE

SUNLIGHT CHILDRENS ADVOCACY AND
RIGHTS FOUNDATION
% RANDALL COFFMAN
PO BOX 967
EL DORADO KS 67042-0967

515

Employer Identification Number: 84-1648274
Person to Contact: Kristina Ostarcevic
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 29, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 2004, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Rita A. Leete

Rita A. Leete
Accounts Management II

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 3665312

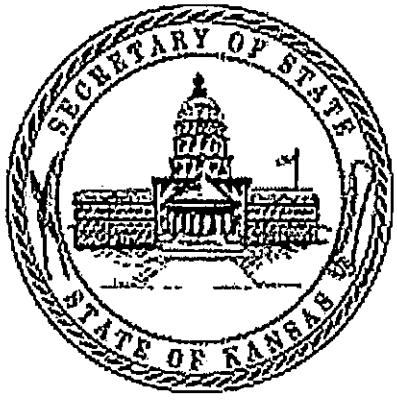
Entity Name: SUNLIGHT CHILDREN'S SERVICES INC.

Entity Type: DOM:NOT FOR PROFIT CORPORATION

State of Organization: KS

was filed in this office on August 02, 2004, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of April 27, 2023

Scott Schwab

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1262726 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

EMPRISE BANK
PO Box 2970, Wichita, KS 67201 • 855-383-4301
Return Service Requested

LOAN BILLING NOTICE

[redacted]	DATE
	3/17/22
INTEREST RATE	DUE DATE
4.50000%	4/01/22

PRINCIPAL	934.87
INTEREST	1222.35
OTHER	
PAST DUE AMOUNT	
AMOUNT DUE	2157.22

010

220318-00040-0001
2 ADR BRE
EMHE
LN1134P2

00040 0.5344 WCL0001
SUNLIGHT CHILDRENS SERVICES INC
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002-8727

[redacted]

20

Commercial Loans
Acct No [redacted] EBC 3/17/22
Beginning Balance 320841.82 Ending Balance 319792.39 Branch 010
Interest Paid YTD 2337.56

Current Period Transactions

Eff Date	Description	Principal	Interest	Escrow	Other
3/02/22	REGULAR PAYMENT	1049.43	1107.79	.00	.00

End of Statement

RECEIVED
BY RB DATE 3/22

PAID
DATE 3/22 CHK NO 8053

EMPRISE BANK
www.emprisebank.com

8053

40-57/1011
18
CHECK AMOUNT

SUNLIGHT CHILDRENS ADVOCACY
AND RIGHTS FOUNDATION
1918 N PRAIRIE CREEK RD
ANDOVER KS 67002

03/22/2022

PAY TO THE ORDER OF Emprise Bank $ **2,157.22

Two thousand one hundred fifty-seven and 22/100********** DOLLARS

Emprise Bank
P.O. Box 2970
Wichita, KS 67201-2970

MEMO [redacted]

AUTHORIZED SIGNATURE

Photo Safe Deposit®
Details on Back.

SUNLIGHT CHILDRENS ADVOCACY **AND RIGHTS FOUNDATION** 8053

03/22/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
03/22/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac 2,157.22

SUNLIGHT CHILDRENS ADVOCACY **AND RIGHTS FOUNDATION** 8053

03/22/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
03/22/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac 2,157.22

EMPRISE BANK
PO Box 2970, Wichita, KS 67201 • 855-383-4301

Return Service Requested

LOAN BILLING NOTICE

ACCOUNT NUMBER	DATE
[redacted]	5/17/22
INTEREST RATE	DUE DATE
4.50000%	5/01/22

PRINCIPAL	938.57
INTEREST	1218.65
OTHER	107.86
PAST DUE AMOUNT	2157.22
AMOUNT DUE	4422.30

010

SUNLIGHT CHILDREN'S SERVICES INC
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002

[redacted] 20

EMHE N 220518-00232-0001

LN1134P2

Commercial Loans
Acct No [redacted] EBC 5/17/22
Beginning Balance 318857.52 Ending Balance 318857.52 Branch 010
Interest Paid YTD 3559.91

Current Period Transactions

Eff Date	Description	Principal	Interest	Escrow	Other
5/11/22	Assessed Late Chg	.00	.00	.00	107.86

End of Statement

RECEIVED
BY RB DATE 5/18

PAID
DATE 5/18 CHQ NO 8149

EMPRISE BANK
www.emprisebank.com

8149

40-57/1011
18

CHECK ARMOR

SUNLIGHT CHILDRENS ADVOCACY
AND RIGHTS FOUNDATION
1918 N PRAIRIE CREEK RD
ANDOVER KS 67002

05/18/2022

PAY TO THE ORDER OF Emprise Bank $ **4,422.30

Four thousand four hundred twenty-two and 30/100********** DOLLARS

Photo Safe Deposit®

Emprise Bank
P O Box 2970
Wichita, KS 67201-2970

AUTHORIZED SIGNATURE

Details on Back.

MEMO
Acct.# 13147773

[redacted]

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8149

05/18/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
05/18/2022	Bill		4,422.30	4,422.30	4,422.30
		Check Amount			4,422.30

Emprise Business Ac Acct.# [redacted] 4,422.30

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8149

05/18/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
05/18/2022	Bill		4,422.30	4,422.30	4,422.30
		Check Amount			4,422.30

Emprise Business Ac Acct.# [redacted] 4,422.30

EMPRISE BANK
PO Box 2970, Wichita, KS 67201 · 855-383-4301

Return Service Requested

LOAN BILLING NOTICE

ACCOUNT NUMBER	DATE
[redacted]	6/16/22
INTEREST RATE	DUE DATE
4.50000%	7/01/22

PRINCIPAL	988.05
INTEREST	1169.17
OTHER	
PAST DUE AMOUNT	
AMOUNT DUE	2157.22

010

EMHE N 220617-00246-0001

LN1134P2

SUNLIGHT CHILDREN'S SERVICES INC
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002

[redacted] 20

Commercial Loans 6/16/22
Acct No [redacted] EBC Branch 010
Beginning Balance 318857.52 Ending Balance 316940.03
Interest Paid YTD 5956.86

Current Period Transactions

Eff Date	Description	Principal	Interest	Escrow	Other
5/19/22	REGULAR PAYMENT	1917.49	2396.95	.00	107.86

End of Statement

RECEIVED
BY RB DATE 6/17

PAID
DATE 6/22 CK# 8108

EMPRISE BANK
www.emprisebank.com

8188

40-57/1011
18
CHECK AMOUNT

SUNLIGHT CHILDRENS ADVOCACY
AND RIGHTS FOUNDATION
1918 N PRAIRIE CREEK RD
ANDOVER KS 67002

06/17/2022

PAY TO THE ORDER OF Emprise Bank $ **2,157.22

Two thousand one hundred fifty-seven and 22/100********** DOLLARS

Emprise Bank
P.O. Box 2970
Wichita, KS 67201-2970

MEMO Acct.# 13147773 [redacted]

AUTHORIZED SIGNATURE

Photo Safe Deposit®
Details on Back.

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8188

06/17/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
06/17/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac Acct. [redacted] 2,157.22

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8188

06/17/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
06/17/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac Acct [redacted] 2,157.22

EMPRISE BANK

PO Box 2970, Wichita, KS 67201 - 855-383-4301

Return Service Requested

LOAN BILLING NOTICE

ACCOUNT NUMBER	DATE
[redacted]	7/15/22
INTEREST RATE	DUE DATE
4.50000%	8/01/22

PRINCIPAL	950.16
INTEREST	1207.06
OTHER	
PAST DUE AMOUNT	
AMOUNT DUE	2157.22

2600
5192

010

EMHE N 220718-00468-0001

LN1134P2

SUNLIGHT CHILDREN'S SERVICES INC
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002

[redacted] 20

Commercial Loans 7/15/22
Acct No [redacted] EBC Branch 010
Beginning Balance 316940.03 Ending Balance 315951.98
Interest Paid YTD 7126.03

- - - - - - - - - - - - - - Current Period Transactions - - - - - - - - - - - - - -

Eff Date	Description	Principal	Interest	Escrow	Other
6/27/22	REGULAR PAYMENT	988.05	1169.17	.00	.00

- - - - - - - - - - - - - - - - End of Statement - - - - - - - - - - - - - - - -

✓

RECEIVED
BY RB DATE 7/20

PAID
DATE 7/21 CHK NO 8251

✓ 7-21-22

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8231

07/20/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
07/20/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac Acct.# [redacted] 2,157.22

SUNLIGHT CHILDRENS ADVOCACY AND RIGHTS FOUNDATION 8231

07/20/2022 Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
07/20/2022	Bill		2,157.22	2,157.22	2,157.22
		Check Amount			2,157.22

Emprise Business Ac Acct.# [redacted] 2,157.22

TO: City Commission
FROM:
SUBJ: Interlocal Agreement with Butler County, Kansas Concerning Emergency Medical Services
DATE: June 5, 2023

Background:
In cooperation with Butler County EMS, the El Dorado Fire Department and most of the first response agencies throughout the county have been operating under an inter-local agreement introduced in 2009. Under this agreement, this group of first responders is called Emergency Medical System Teams(EMST). The original EMST Inter-local Agreement hasn't been reviewed or revised in over a decade. The current EMS Administration has reviewed, revised, and presented this agreement to the City for consideration. This agreement guides and assists the Fire Department and EMST with liability issues, guidelines, protocols, procedures, regulations, medical control, medical equipment/supplies, training, and quality assurance related to EMS and Patient Care. Under the new agreement, the department will continue to receive assistance from Butler County EMS, which has greatly benefited the fire department in the past.

Attachments:
1. Interlocal Agreement Butler County EMS

Policy Issue:
A legal review was completed, and no policy issues were noted.

Fiscal Impact:
If the agreement is accepted, there is no additional fiscal impact. Failure to accept the interlocal agreement will require financial resources to continue current services.

Trade-offs:
If the agreement is not accepted, the City would need to acquire medical direction and oversite, develop medical protocols, and establish quality assurance measures to continue providing first-response medical service through the fire department. It would also discontinue a cost-sharing for medical supplies and free training by Butler County EMS staff which is currently offered. Not renewing the agreement would require additional funding and resources to continue providing existing first-response services.

Staff Recommendation:
Staff feels that the changes in the proposed document are primarily verbiage and the official implementation of many practices, which are already conducted between the two agencies. It is recommended that the governing body enters into the proposed inter-local agreement between the City of El Dorado Fire Department and Butler County EMS.

Commission Action:
Commissioner _____ moved to accept the recommendation.

Commissioner _____ seconded the motion.

INTERLOCAL AGREEMENT

by and between:

BUTLER COUNTY, KANSAS
and
~~*AGENCY*~~ CITY of El Dorado, KANSAS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of_____, ~~2022~~ 2023 by and between Butler County, Kansas ("COUNTY") and ~~Fire District # Nine Leon~~the City of El Dorado, Kansas ("~~AGENCY~~CITY").

WHEREAS, K.S.A. 65-6113(a) allows counties to operate an emergency medical service or ambulance service within the county; and

WHEREAS, COUNTY operates a county-wide Emergency Medical Service commonly referred to as ("EMS"); and

WHEREAS, ~~AGENCY~~CITY ~~City~~ operates a ~~Law Enforcement and/or Public Safety~~Fire Department with first response medical capabilities; and

WHEREAS, ~~AGENCY~~CITY ~~City~~ operates an Emergency Medical First Response Group ("First Responder"); and

WHEREAS, both COUNTY and ~~AGENCYC City~~ITY recognize the best interest of the public will be served through the coordination of both parties to develop a Butler County Emergency Medical Services Team; and

WHEREAS, the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, authorizes the parties hereto to contract for certain joint cooperative purposes; and

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies, capable of entering into interlocal agreements under K.S.A. 12-2904.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

2. Authority to Contract. Each of the parties hereby agrees to the terms and conditions of this Agreement. Each party has taken the necessary affirmative action to adopt the Agreement by a resolution properly presented, adopted and passed as an action of each respective party, pursuant to K.S.A. 12-2904(b). A true and correct copy of the resolution adopted by each party is attached hereto as "Exhibit A" and "Exhibit B".

3. Duration. The duration of this Agreement shall be perpetual, unless terminated as herein provided.

4. Purpose. The purpose of this Agreement is to set forth the responsibilities of both parties for coordination between the parties to develop and maintain an Emergency Medical Services Team in Butler County, Kansas ("EMST") as set forth in this Agreement.

DRAFT

5. AGENCY-City agrees to:

(a) adopt the Health Insurance Portability and Accountability ("HIPAA") policies of Butler County Emergency Medical Services as it pertains to the release, storage, and usage of confidential and personal Health Protected Information ("HPI") of first response medical activities. ~~AGENCY-City~~CITY shall maintain any liability for its release of HPI in accordance with the Kansas Tort Claims Act.

(b) maintain an active First Response Medical Group staffed by members who will each maintain a level of training at a minimum level of Current First Aid ("CFA") and Cardiopulmonary Resuscitation ("CPR"). ~~AGENCY-City~~CITY agrees it is in the best interest of the public to staff the responding unit with the intent of providing medical care support and at least one person staffing the responding unit shall be certified at a minimum level of CFA and CPR.

(c) adopt all Butler County Emergency Medical Services treatment protocols promulgated by COUNTY. ~~AGENCY-City~~CITY agrees to follow the medical protocols within their level of credentialing, certification, and training.

(d) maintain medical equipment and/or supplies to be utilized by their Emergency Medical System Team First Response group to include but not be limited to medical equipment bag, medical assessment equipment/supplies, airway, trauma, and medical supplies. ~~AGENCY-~~CITY ~~City~~ will maintain all Advanced Life Support Medical Equipment and supplies if it decides to provide an Advanced Life Support ("ALS") level of service.

(e) ensure an inventory list of medical equipment and supplies that is annually reviewed and approved by the COUNTY Medical Director. ~~AGENCY-City~~CITY will make this current inventory available for each Emergency Medical First Response request.

(f) require any ALS or EMST member of their department to participate in the Butler County EMS credentialing process at least every two years. Any member that does not pass the ALS credentialing will only be allowed to First Respond as an EMST member and provide Basic Life Support ("BLS") level care.

(g) allow clinical oversite of all EMST members by the COUNTY EMS/911 Medical Director as selected by COUNTY.

(h) provide the County EMS Logistics Coordinator with a disposable supply needs list on a regular basis for the replacement of BLS disposable medical supplies or ALS disposable medical supplies used for direct patient care.

(i) provide infection control personal protective equipment approved by the EMS Infection Control Plan and to be used by the EMST Responder.

(j) provide COUNTY EMS with a copy of the EMST Responder infection control plan and/or exposure plan with any proposed review for recommended changes. COUNTY will provide a template of an infection control plan and/or exposure plan upon request.

(k) provide to the COUNTY EMS Department verbal and/or written notes of all observations, assessment, interventions, procedures, reassessment and/or outcomes of care provided prior to the arrival of EMS. A copy of each patient's Patient Care Report ("PCR") shall be

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completed within one (1) week of each medical response. This form shall be made available for HPI related to the patient care process and HIPAA protected quality assurance, review, data collection and feedback within the Complete Quality Improvement ("CQI") process established by COUNTY EMS. This includes clinical review by the EMS Medical Director and EMS Medical Advisors.

(l) maintain their own medical malpractice and liability insurance coverage for each of its members in the event such member is not covered under the state of Kansas self-insured policy.

6. COUNTY agrees to:

(a) provide access to appropriate medical continuing education programs at locations within Butler County, Kansas by remote learning and/or online education resources made available by COUNTY.

(b) submit all approved continuing education to the appropriate national and state databases for verification by an individual certified employee. COUNTY will maintain these continuing education records for medical continuing education courses it provides, for those that attend, for a minimum of five (5) years. However, each certified technician has the responsibility to account for their own training requirements and to achieve those requirements as set forth by their level of certification described in Kansas EMS statutes and regulations.

(c) provide a clinical ALS credentialing process available for all ALS certified/licensed EMST members. This will be required for ALS providers to practice at their respective professional patient care level.

(d) work with the training officer or other appointed contact of each ~~AGENCY-City~~CITY First Responder Group so that the training officer or appointed representative will have access to resources to conduct in-house continuing education programs.

(e) aid in developing an infection control plan with the ~~AGENCY-City~~CITY. Butler County EMS maintains at least one (1) trained infection control officer to assist ~~AGENCY-City~~CITY.

(f) make every effort to include ~~AGENCY-City~~CITY in training programs provided by COUNTY. If there is a fee charged to COUNTY employees for the education program, ~~AGENCY-City~~CITY will be assessed the same fee structure.

(g) replace any patient care used BLS disposable medical equipment and/or supplies that are normally stocked by Butler County EMS. COUNTY shall also replace patient care supplies which it uses, such as, IV needles, catheters, and IV solutions. COUNTY shall not be required to replace or provide any ALS equipment or supplies, including but not limited to medications, ECG monitors or electrodes.

(h) provide medical grade oxygen in appropriate containers for the ~~AGENCY-City~~CITY responders, if requested. Quantity is based on call volume in area served, not the number of vehicles requesting oxygen.

(i) include, when appropriate, all EMS patient care CQI process. COUNTY shall provide feedback from the CQI outcomes related to patient care encounter(s) and those findings of the Medical Director and Medical Advisors. Recommendations from the CQI process may

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include remediation, education, training, required reporting of violations and up to suspension or revocation of COUNTY EMS privileges.

(j) provide a copy of the approved Butler County Medical Protocols and Standing Orders as they pertain to ~~AGENCY-City~~CITY and provide any updates as they are approved and implemented.

(k) provide overall medical oversite through the EMS/911 Medical Director who is employed by COUNTY.

7. Butler County Emergency Services Team Advisory Group.

(a) COUNTY shall establish a Butler County Emergency Medical Services Team Advisory Group ("EMST-AG") to meet, at a minimum, on an annual basis as determined by the members of the group. Membership shall include one (1) EMS administrator, one (1) EMS Training Officer, one (1) EMS staff member, one (1) member selected by the Butler County Emergency Services Association, and three (3) members from at large with minimum certifications of EMT. The at large members will be nominated by EMS and approved by the Fire Chief Association from the First Response Group Roster.

(b) The EMST-AG shall establish by-laws, a membership roster, and prepare an agenda for their meetings.

(c) EMST-AG shall receive updates on First Response from Butler County EMS, Fire Chiefs Association and Butler County Emergency Services Association and provide feedback to the EMS Director and EMS/911 Medical Director. This should focus on improving safety, reliability, and quality of pre-hospital care.

8. Termination

(a) CITY~~AGENCY~~ and COUNTY may mutually agree to amend this agreement at any time. Either party may terminate this agreement upon sending a 60-day notice to the other party of such intent to terminate.

(b) Upon termination of this Agreement, for any reason, ~~AGENCY~~ CITY and COUNTY shall return all medical equipment and/or supplies that are owned or property of the other party.

9. Miscellaneous.

(a) Choice of Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Kansas law, excluding any laws that direct the application of another jurisdiction's laws.

(b) Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

DRAFT

If to Butler County, Kansas: Butler County EMS/Rescue Squad ~~– Director/Chief~~
Attention: ~~Frank Williams~~Director/ Chief
701 N. Haverhill Road
~~City~~El Dorado, KS 67042
Fax: 316-321-9264

and

Butler County, Kansas
Attention: Butler County Administrator
205 W. Central
El Dorado, KS 67042
Fax: ~~(~~316) 322-4387

If to AGENCY, CITY, STATE:

~~AGENCY~~City of El Dorado
Attention: City Manager
~~Address~~220 E 1st Ave
El Dorado, KS 67042
Fax: ~~_____~~ (316) 321-6282

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

(c) Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

(d) Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

(e) Severability of Agreement. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(f) Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

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(g) Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(h) Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

(i) Necessary Acts, Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(j) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Agreement may be executed by both parties by facsimile signature (or other electronic format), such that execution of this Agreement by facsimile signature (or other electronic format) shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

(k) Consent to Jurisdiction and Forum Selection. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state court of Butler County, Kansas and federal court located in Wichita, Kansas. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state court of Butler County, Kansas and federal courts located in Wichita, Kansas shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgement rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law.

(l) Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's negligence).

(m) Mutual Indemnification. COUNTY shall at all times save and hold harmless ~~AGENCY-City~~CITY from all liability, costs, damages and expenses of any kind, excluding attorney's fees, for which ~~AGENCY-City~~CITY may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of COUNTY, its elected and appointed officials, officers, managers, members, employees or agents relating to the coordination of both parties to develop a Butler County Emergency Medical Services Team, and relating to COUNTY's obligations under this Agreement.

~~AGENCY-City~~CITY shall at all times save and hold harmless COUNTY from all liability, costs, damages and expenses of any kind, excluding attorney's fees, for which COUNTY may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of ~~AGENCY-City~~CITY, its elected and appointed

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officials, officers, managers, members, employees or agents relating to the coordination of both parties to develop a Butler County Emergency Medical Services Team, and relating to ~~AGENCY City's~~CITY obligations under this Agreement.

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

~~AGENCY, CITY~~CITY OF EL DORADO, KANSAS	**BUTLER COUNTY, KANSAS**
BY: _____	**BY:** _____
~~AGENCY~~Bill Young, Mayor	Kelly Herzet, Chair
	BY: _____
	Tatum Stafford, County Clerk

APPROVED AS TO FORM ONLY:

_____	_____
Tabitha A. Sharp	Terrence L. Huelskamp,
City Clerk	Butler County Counselor

DRAFT

TO: City Commission
FROM: Scott Rickard
SUBJ: Bid Approval of $751,483.59 from APAC-Kansas for Street and Sanitary Sewer Improvements in the Adlesperger-Smith Addition (Project Nos. 601 & 602)
DATE: June 5, 2023

Background:
Bids were received for the Adlesperger-Smith Addition paving & sanitary sewer extension.

Attachments:
1. Proj 601-602 Bid Tab

Policy Issue:
The City Commission reviews the bids and awards the contract to the best bidder.

Fiscal Impact:
The total cost of the sewer project is $144,509.00. The costs assessed to the improvement district will be $144,509.00 and city-at-large costs will be $0.00. The total cost of the paving project is $702,031.74. The costs assessed to the improvement district will be $437,239.34 and city-at-large costs will be $264,792.40. The total costs of both projects will be paid out of the bond and interest fund. The improvement district will be able to pay off the debt over a twenty-year period.

Trade-offs:

Staff Recommendation:
Accept the bids and proceed with the requested improvements.

Commission Action:
Commissioner _____ moved that since APAC-Kansas, has submitted the lowest and best bid of $751,483.59 for project nos. 601 & 602, the City Manager shall be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner _____ seconded the motion.

EL DORADO KANSAS

ENGINEERING DEPARTMENT

Bid Tabulations
Comvined Projects 601 & 602
Paving, Drainage, & Sanitary Sewer to Adlesperger-Smith Addition
5/25/2023

				ENGINEER'S ESTIMATE		APAC-Kansas		Apex Excavating		Mies Construction	
ITEM NO.	DESCRIPTION	UNIT	QTY	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	HMA Commercial Grade (Class A), 2" Surface	TON	424	$ 130.00	$ 55,120.00	$ 105.00	$ 44,520.00	$ 105.00	$ 44,520.00	$ 105.00	$ 44,520.00
2	HMA Commercial Grade (Class A), 3" Base	TON	635	$ 125.00	$ 79,375.00	$ 100.00	$ 63,500.00	$ 100.00	$ 63,500.00	$ 100.00	$ 63,500.00
3	Crushed Rock Base with Geogrid, 6"	SY	4900	$ 12.00	$ 58,800.00	$ 12.00	$ 58,800.00	$ 9.50	$ 46,550.00	$ 8.90	$ 43,610.00
4	Curb and Gutter, Type 2	LF	2595	$ 15.00	$ 38,925.00	$ 15.25	$ 39,573.75	$ 15.25	$ 39,573.75	$ 15.25	$ 39,573.75
6	Common Excavation	CY	2123	$ 10.00	$ 21,230.00	$ 6.00	$ 12,738.00	$ 9.00	$ 19,107.00	$ 9.00	$ 19,107.00
7	Compaction of Earthwork	CY	1233	$ 2.00	$ 2,466.00	$ 2.00	$ 2,466.00	$ 2.00	$ 2,466.00	$ 1.00	$ 1,233.00
8	Type 1 Curb Inlet (L=5', W=3')	EA	3	$ 5,000.00	$ 15,000.00	$ 4,145.00	$ 12,435.00	$ 4,390.00	$ 13,170.00	$ 7,275.00	$ 21,825.00
9	Type 1 Curb Inlet (L=10', W=3')	EA	4	$ 6,000.00	$ 24,000.00	$ 5,075.00	$ 20,300.00	$ 5,375.00	$ 21,500.00	$ 9,175.00	$ 36,700.00
10	Storm Sewer (15") (RCP)	LF	585	$ 60.00	$ 35,100.00	$ 45.00	$ 26,325.00	$ 50.00	$ 29,250.00	$ 103.00	$ 60,255.00
11	Storm Sewer (49" x 32") (RCPHE)	LF	49	$ 250.00	$ 12,250.00	$ 200.00	$ 9,800.00	$ 210.00	$ 10,290.00	$ 300.00	$ 14,700.00
12	RC End Section (49" x 32")	EA	2	$ 2,000.00	$ 4,000.00	$ 1,690.00	$ 3,380.00	$ 1,790.00	$ 3,580.00	$ 2,300.00	$ 4,600.00
13	7'x3' Reinforced Concrete Box	LS	1	$ 100,000.00	$ 100,000.00	$ 70,000.00	$ 70,000.00	$ 72,185.00	$ 72,185.00	$ 107,555.00	$ 107,555.00
14	Riprap	SY	203	$ 80.00	$ 16,240.00	$ 80.00	$ 16,240.00	$ 85.00	$ 17,255.00	$ 75.00	$ 15,225.00
15	Erosion Control Mat (Permanent)	SY	185	$ 95.00	$ 17,575.00	$ 175.00	$ 32,375.00	$ 132.00	$ 24,420.00	$ 132.00	$ 24,420.00
16	Erosion Control	LS	1	$ 10,000.00	$ 10,000.00	$ 14,950.00	$ 14,950.00	$ 10,600.00	$ 10,600.00	$ 8,000.00	$ 8,000.00
17	Traffic Control	LS	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
18	Mobilization	LS	1	$ 40,000.00	$ 40,000.00	$ 45,000.00	$ 45,000.00	$ 40,075.00	$ 40,075.00	$ 43,455.00	$ 43,455.00
19	Removal of Existing Structures	LS	1	$ 2,500.00	$ 2,500.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,195.00	$ 2,195.00
20	Signing	LS	1	$ 2,500.00	$ 2,500.00	$ 2,650.00	$ 2,650.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
21	Site Clearing	LS	1	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00	$ 58,943.25	$ 58,943.25	$ 21,175.00	$ 21,175.00
22	Site Restoration	LS	1	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00	$ 7,750.00	$ 7,750.00
			TOTAL		$ 577,081.00		$ 534,152.75		$ 545,085.00		$ 585,398.75
	ADD ALTERNATE										
1	Common Excavation	CY	1354	$ 5.00	$ 6,770.00	$ 5.92	$ 8,015.68	$ 6.00	$ 8,124.00	$ 9.00	$ 12,186.00
2	Compaction of Earthwork	CY	6144	$ 2.00	$ 12,288.00	$ 1.87	$ 11,489.28	$ 2.00	$ 12,288.00	$ 1.00	$ 6,144.00
3	Contractor Furnished Borrow	CY	5202	$ 10.00	$ 52,020.00	$ 12.00	$ 62,424.00	$ 12.00	$ 62,424.00	$ 23.45	$ 121,986.90
4	Erosion Control	LS	1	$ 2,500.00	$ 2,500.00	$ 17,800.00	$ 17,800.00	$ 1,500.00	$ 1,500.00	$ 1,284.00	$ 1,284.00
5	Mobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 2,478.44	$ 2,478.44	$ 6,184.00	$ 6,184.00	$ 17,845.00	$ 17,845.00
6	Site Clearing	LS	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 40,000.00	$ 40,000.00	$ 32,905.00	$ 32,905.00
7	Site Restoration	LS	1	$ 20,000.00	$ 20,000.00	$ 2,478.44	$ 2,478.44	$ 20,000.00	$ 20,000.00	$ 25.00	$ 25.00
			TOTAL		$ 133,578.00		$ 134,685.84		$ 150,520.00		$ 192,375.90
	SANITARY SEWER										
1	8" Pipe, SS	LF	764	$ 50.00	$ 38,200.00	$ 45.00	$ 34,380.00	$ 50.00	$ 38,200.00	$ 128.00	$ 97,792.00
2	Precast Concrete Manhole (4' dia.)	EA	4	$ 5,000.00	$ 20,000.00	$ 4,575.00	$ 18,300.00	$ 4,845.00	$ 19,380.00	$ 7,700.00	$ 30,800.00
3	Precast Concrete Manhole (4' dia. Doghouse)	EA	1	$ 5,500.00	$ 5,500.00	$ 4,605.00	$ 4,605.00	$ 4,875.00	$ 4,875.00	$ 8,600.00	$ 8,600.00
4	Reinforced Concrete Encasement w/ Cutoff Wall	LF	20	$ 250.00	$ 5,000.00	$ 135.00	$ 2,700.00	$ 140.00	$ 2,800.00	$ 485.00	$ 9,700.00
5	4" Stub and Plug	EA	1	$ 500.00	$ 500.00	$ 825.00	$ 825.00	$ 870.00	$ 870.00	$ 3,015.00	$ 3,015.00
6	Mobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 5,535.00	$ 5,535.00	$ 5,535.00	$ 5,535.00	$ 3,125.00	$ 3,125.00
7	Erosion Control	LS	1	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
8	Temporary Seeding	LS	1	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
9	Permanent Seeding	LS	1	$ 3,000.00	$ 3,000.00	$ 2,300.00	$ 2,300.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
10	Site Clearing and Restoration	LS	1	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 5,840.00	$ 5,840.00	$ 10,185.00	$ 10,185.00
			TOTAL		$ 94,700.00		$ 82,645.00		$ 78,700.00		$ 164,417.00
			GRAND TOTAL		$ 805,359.00		$ 751,483.59		$ 774,305.00		$ 942,191.65

TO: City Commission
FROM:
SUBJ: Design-Build Amendment Agreement with Conco Construction for Butler Community College Locker Room at East Park
DATE: June 5, 2023

Background:
On May 1 2023, the City Commission approved a Design-Build Agreement with Conco Construction for the design and construction of restroom and concession facilities at Central and East Park baseball and softball complexes. The City desires to amend this agreement and include the design and construction of a locker room facility at East Park. The locker room will be built for Butler Community College's softball team. Butler Community College will reimburse the City for the cost ($265,000) of the design and construction of this facility. The City and College plan to enter into a long-term lease agreement for the use of the North Field at East Park for the College's softball team.

Attachments:
1. AIA A141 El Dorado Design Build Amendment REV1

Policy Issue:
Should the City Commission approve an amendment to the Design-Build Agreement with Conco Construction to add a locker room facility at East Park for Butler Community College?

Fiscal Impact:
This item will have no fiscal impact on the City because Butler Community College will reimburse the City for the expense associated with the design and construction of the locker room facility at East Park. The cost of the project is $265,000, and Butler Community College has approved participation in the project.

Trade-offs:
The City is amending its existing agreement with Conco Construction on behalf of Butler Community College. Not approving the amendment will have no impact to the City since it will not be using the locker room facility and does not need such a facility for its recreation program.

Staff Recommendation:
The City Manager recommends approving the amendment to the Design-Build Agreement with Conco Construction in order to prevent unnecessary delays in the design and construction of the Butler Community College Locker Room at East Park.

Commission Action:
Commissioner _____ moved to approve the amendment to the Design-Build Agreement with Conco Construction to provide for a locker room facility at East Park for Butler Community College.

Commissioner _____ seconded the motion.

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 1 day of June in the year 2023 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

East Park and Central Park Concession and Restroom Facilities

THE OWNER:
(Name, legal status and address)

City of Eldorado, KS
220 E. 1st Avenue
Eldorado, KS 67042

THE DESIGN-BUILDER:
(Name, legal status and address)

Conco Inc.
3051 N. Ohio
Wichita, KS 67219

The Owner and Design-Builder hereby amend the Agreement as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

[ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Init.
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User Notes:

[ ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be twenty thousand dollars ($ 20,000), subject to authorized adjustments as provided in the Design-Build Documents and is included as only the design work for the project.

§ A.1.2.1.1 The Owner's budget for the locker room portion of the work is $265,000 including the design fees. Total project budget for the concessions and locker room portions of the work is now $865,000.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed ($), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

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(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments
§ A.1.5.1 Progress Payments
§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

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detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of zero percent (0 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of zero percent (0 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

No retention to be held on design costs

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Article A.5 of this Amendment;

.2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears

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the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to

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correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than ( ) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Not applicable to design work. It is intended that design for the locker rooms will be complete and ready to submit for permit by

Portion of Work	Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
TBD			

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

TBD

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

TBD

Number	Title	Date

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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None

.2 Contingencies

None

§ A.3.1.6 Design-Builder's assumptions and clarifications:

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

TBD

.2 Project Manager

Brad Dutcher, bradd@concoconstruction.com

.3 Others

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§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

GravityWorks Architecture

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.
(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate ($0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the

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purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

Init.
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§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- **.2** Expenses of the Design-Builder's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Section A.5.1;
- **.4** The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- **.5** Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Section A.5.1; and
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the

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User Notes: (876114758)

Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
David Dillner	D. Craig Nelson, President & CEO
(Printed name and title)	*(Printed name and title)*

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User Notes:

TO: City Commission
FROM:
SUBJ: Set the Public Hearing Date for the El Dorado Plaza CID Petition
DATE: June 5, 2023

Background:
The owners of the El Dorado Plaza (the site of the former Orscheln's store) have petitioned the City to establish a Community Improvement District (CID) to reimburse them for expenses related to the redevelopment of the property. Per state law, the City must set a public hearing before establishing a CID. The date for the public hearing will be July 3, 2023.

Attachments:
1. El Dorado Plaza CID Petition
2. El Dorado Plaza CID Resolution

Policy Issue:
NA

Fiscal Impact:
NA

Trade-offs:
NA

Staff Recommendation:
The City Manager recommends setting the public hearing for 5:30 pm on July 3, 2023, as provided in the adopting resolution.

Commission Action:
Commissioner _____ moved to approve a resolution calling a public hearing on the advisability of creating a Community Improvement District within the City of El Dorado, Kansas; establishing a Community Improvement District Sales Tax to finance improvements within such District; and providing for the giving of notice of such public hearing.

Commissioner _____ seconded the motion.

PETITION
FOR THE CREATION OF THE
EL DORADO PLAZA COMMUNITY IMPROVEMENT DISTRICT

TO: The City Council of the City of El Dorado, Kansas (the "Governing Body")

The undersigned, being the owners of record, whether resident or not (the "Petitioner"), of all of the land area contained within the hereinafter described El Dorado Plaza Community Improvement District (the "District") to be located within the City of El Dorado, Kansas (the "City"), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a26 *et seq.* (the "Act"). In furtherance of such request, the Petitioners states as follows:

Boundaries of Proposed Community Improvement District

The Community Improvement District proposed to be established by the City pursuant to the Petition is located within the city limits of El Dorado, Kansas and contains within its boundaries the real property legally described in ***Exhibit A*** attached hereto. A map of the District is included in ***Exhibit B*** attached hereto.

General Nature of the Proposed District Project

The general nature of the proposed project is to construct improvements to and redevelop an existing retail shopping center located on the 2300 – 2400 Block of W. Central Avenue within the City, and all improvements appurtenant thereto (the "Project"). The Project site is owned by the Petitioner. The Project will be developed by the Petitioner or a developer selected by the Petitioner (collectively, the "Development Team"). The Development Team will enter into an agreement with the City prescribing the City's requirements for the Project and the creation of the District. The Petitioner certifies to the City that but for the creation of the District and the anticipated reimbursement of the costs of the Project with revenue from the CID Sales Tax (as defined below) the project would not occur.

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is $3,325,000, as more particularly set forth on ***Exhibit C*** hereto, and the City's administrative costs.

Proposed Method of Financing the Proposed Project

The reimbursable costs of the Project will be financed on a pay as you go basis, i.e., the Project Costs will be paid for by the Developer, and the Developer will be reimbursed for the Project Costs as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the "CID Sales Tax").

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Project described in this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be levied in the amount of 1% on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District for a period of 22 years

or until actual expenses, as limited below, and interest on borrowed money during construction of the Project have been reimbursed.

Notice to Petition Signers

The names of the signers of this Petition may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned legal representatives of the Petitioner have executed the above foregoing Petition to create the El Dorado Plaza Community Improvement District on the dates recorded below:

Dated: 11 May, 2023

EL DORADO PLAZA SHOPPING CENTER LLC
a Missouri Limited Liability Company

By: Gary Sudin
Name:
Title: Member

EXHIBIT A

Legal Description of District

Lot 2 Block A of the El Dorado Plaza Addition to the City of El Dorado, Butler County Kansas.

EXHIBIT B

Map of the District

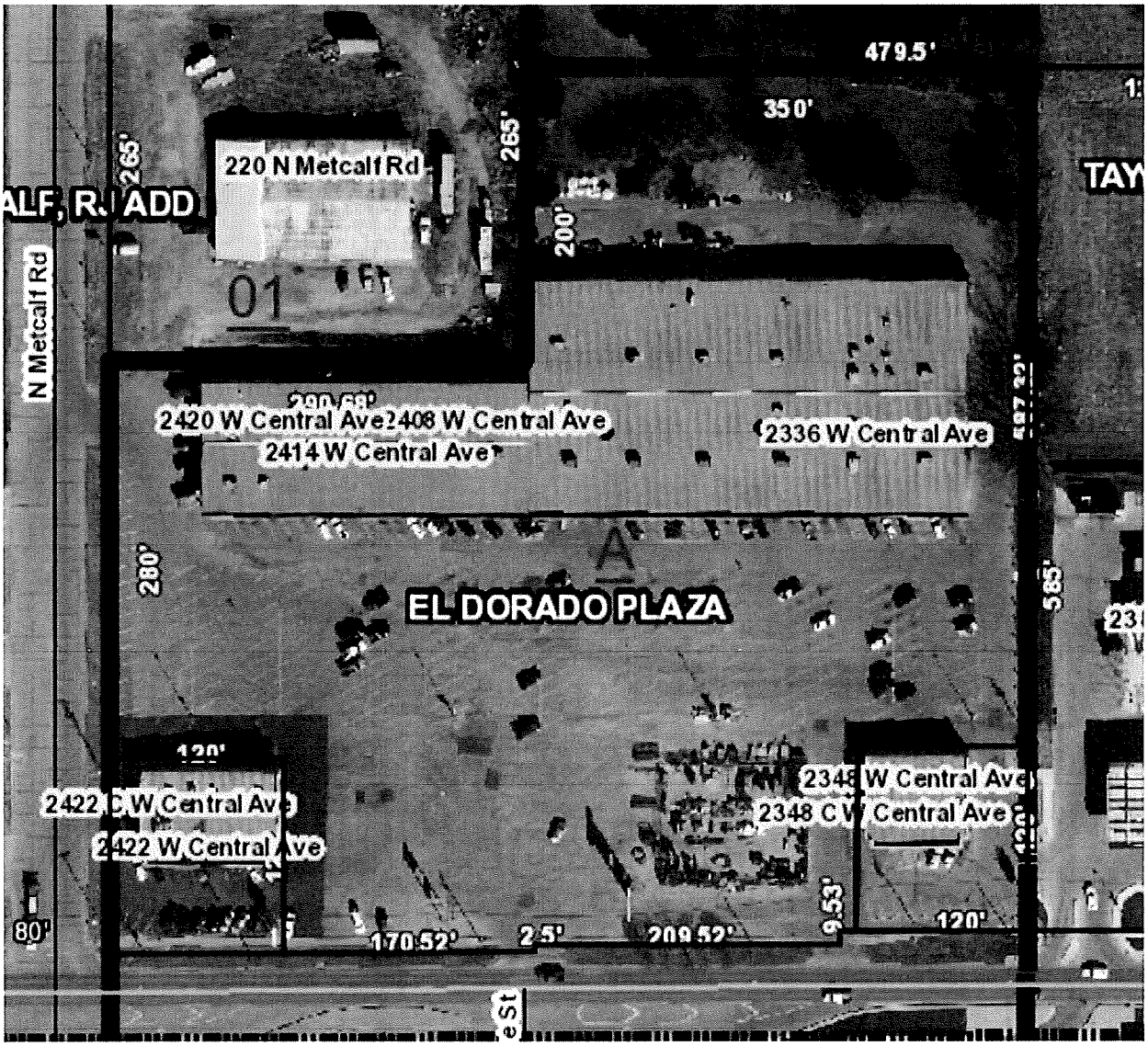

EXHIBIT C

Project Description and Estimated Costs

Redevelopment of existing retail shopping center. The estimated costs of the project are set forth below:

Demolition	$ 170,000
Construction/Engineering/Inspection	2,435,000
Site Improvements	140,000
Real Estate	325,000
Interest	70,000
Professional Fees	110,000
Contingency	75,000
Total	***$3,325,000***

Gilmore & Bell, P.C.
05/23/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON JUNE 5, 2023**

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

Absent:

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION CALLING A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY OF EL DORADO, KANSAS; ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO FINANCE IMPROVEMENTS WITHIN SUCH DISTRICT; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (EL DORADO PLAZA COMMUNITY IMPROVEMENT DISTRICT).

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

Yea:

Nay:

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

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

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
City Clerk

Gilmore & Bell, P.C.
05/23/2023

(Published in the ***Butler County Times-Gazette*** on June 10, 2023 and June 17, 2023)

RESOLUTION NO. ____

A RESOLUTION CALLING A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY OF EL DORADO, KANSAS; ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO FINANCE IMPROVEMENTS WITHIN SUCH DISTRICT; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (EL DORADO PLAZA COMMUNITY IMPROVEMENT DISTRICT).

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

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

WHEREAS, a petition (the "Petition") was filed with the City by El Dorado Plaza Shopping Center LLC, a Missouri Limited Liability Company authorized to do business in the State of Kansas, (the "Petitioner") requesting (a) that the community improvement district described therein (the "District") be created; (b) that the City levy a community improvement district sales tax within the District in the amount of 1% (the "CID Sales Tax"); and (c) that the community improvement district project costs to be incurred within the District be financed on a pay-as-you-go basis, all in accordance with the Act; and

WHEREAS, pursuant to the Act, prior to considering the formation of the District and the imposition of the CID Sales Tax, the City Commission of the City (the "Governing Body") must conduct a public hearing, notice of which shall be given in accordance with the provisions of the Act.

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

Section 1. **Petition.** The Governing Body hereby finds that the Petition is in compliance with the provisions of the Act.

Section 2. **Public Hearing.** A public hearing before the Governing Body regarding the creation of the District and the imposition of the CID Sales Tax, shall be held on July 3 at 6:30 p.m. or as soon thereafter as the Governing Body may hear such matter, at the City Hall, 220 East 1st, El Dorado, Kansas.

Section 3. Description of District and CID Sales Tax. The Petition requests the creation of the District and imposition of the CID Sales Tax based on the following:

(a) ***Boundaries of Proposed Community Improvement District.*** The District proposed to be established by the City contains within its boundaries the real property legally described in ***Exhibit A*** attached hereto and the boundaries of which are contained in a map of the District attached as ***Exhibit B*** attached hereto.

(b) ***General Nature of the Proposed District Project.*** The proposed project to be undertaken within the District (the "Project") consists of improvements to an existing retail shopping center, including renovation

of existing commercial buildings, façade improvements, and associated parking, transportation and infrastructure improvements, all such property located at the 2300 – 2400 Block of W. Central Avenue within the City.

(c) ***Estimated Costs of the Proposed Project.*** The total estimated cost of the proposed Project is $3,325,000.

(d) ***Proposed Method of Financing the Proposed Project; CID Sales Tax.*** The Project will be privately financed by Petitioner. The Project Costs will be financed on a pay as you go basis, i.e., the Project Costs will be paid for by the Petitioner without the issuance of notes or bonds by the City, and the Petitioner will be reimbursed for the Project Costs as moneys are deposited in the District fund through the imposition of a CID Sales Tax in the amount of 1% on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District. No assessments will be levied on property within the proposed District.

Section 4. **Notice of Public Hearing.** Notice of such public hearing shall be given by publication of this Resolution once a week for two consecutive weeks in the official City newspaper, the last publication being not less than seven (7) days prior to the public hearing. In addition, the Clerk shall cause a copy of this Resolution by certified mail to all owners of property within the proposed District, such mailing to occur not less than ten (10) days prior to the public hearing.

Section 5. **Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED AND APPROVED by the City Commission of the City of El Dorado, Kansas, on June 5, 2023.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. ____ of the City of El Dorado, Kansas, adopted by the governing body on June 5, 2023, as the same appears of record in my office.

DATED: June 5, 2023.

_____
City Clerk

EXHIBIT A
Legal Description of District

Lot 2 Block A of the El Dorado Plaza Addition to the City of El Dorado, Butler County Kansas.

EXHIBIT B
Map of District

TO: City Commission
FROM:
SUBJ: Waiver and Release of Use Restrictions for Satchell Creek
DATE: June 5, 2023

Background:
In 2018, the City sold five tracts in the business park to Satchell Creek. At the time, the City included a provision in its real estate contracts providing the City with a "first right of refusal" giving the City the ability to control the land in the event the buyer decided to sell the property. They have since acquired a building suitable for their needs and no longer require the tracts in the business park. The company has requested the City either exercise its "first right of refusal" or allow the company to sell the tracts.

Attachments:
1. Satchell Creek Release

Policy Issue:
Should the City Commission waive and release prior use restrictions placed on property sold to Satchell Creek and allow the company to market tracts in the business park for sale?

Fiscal Impact:
The City may either elect to exercise its first right of refusal and purchase the tracts for $100,000, which was the purchase price paid by Satchell Creek, or the City may release its "first right of refusal" and allow Satchell Creek to market the properties for sale.

Trade-offs:
If the City elects not to exercise its "first right of refusal," Satchell Creek could sell the property to any party who could then use the property as it sees fit. The City would be protected only to the extent that existing regulations, such as zoning regulations, define appropriate land uses for the business park. The interests of another party may not align with the City's development goals for the business park. For example, Satchell Creek could sell the property to a party desiring to speculate on the value of the property.

Staff Recommendation:
The City Manager recommends approval of the waiver and release of use restrictions agreement.

Commission Action:
Commissioner _____ moved to approve the waiver and release of use restrictions agreement as presented and direct the City Manager to execute it.

Commissioner _____ seconded the motion.

WAIVER AND RELEASE OF USE RESTRICTIONS

THIS WAIVER AND RELEASE OF USE RESTRICTION ("Waiver") is entered into as of May 23, 2023, by and between Satchell Creek Express, Inc., a Kansas corporation ("Satchell Creek Express inc"), and the City of El Dorado, Kansas, a Kansas municipal corporation (the "City")

WHEREAS, Satchell Creek Express is the owner of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS Satchell Creek Express acquired the Property from the City on or about, April 28 2018 (the "Prior Transaction"); and

WHEREAS, as part of the Prior Transaction, Satchell Creek Express and the City agreed to place certain restrictions on the Property (the "Restrictions"), including but not limited to the following:

A. The Property will be used exclusively for the operations of Satchell Creek Express;

B. If the Property is not used by Satchell Creek Express, the City shall have the right to repurchase the Property.

C. If Satchell Creek Express seeks to sell the Property, the City shall have the right of first refusal.

D. If Satchell Creek Express seeks to sell the Property, the City original platting would remain in effect for the 5 individual plots.

WHEREAS Satchell Creek express desires to convey the Property free from the Restrictions and the City has agreed to release the Property from the Restrictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Satchell Creek Express and the City agree as follows:

1. The Property is hereby released from the Restrictions so that the Restrictions shall no longer apply to the Property.

2. Signatures may be signed in counterpart, on separate pages, and then assembled as the complete agreement of the parties.
3. IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

Satchell Creek Express Inc, a Kansas corporation

By Susan Williams
Name Susan Williams
Title President

STATE OF KANSAS)
) ss
COUNTY OF BUTLER)

On this 23 day of May, 2023, before me appeared Susan Williams, to me personally known, who, being by me duly sworn, did say that (s)he is a president of Satchell Creek Express, Inc., a Kansas corporation, , and said Susan Williams acknowledged said instrument to be the free act and deed of said S corp.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

RICHARD DEAN STEVENS JR NOTARY PUBLIC STATE OF KANSAS MY APPOINTMENT EXPIRES 10-26-2024

R Stevens
Notary Public

Richard Stevens
Print Name

My commission expires:
10-26-2024

City of El Dorado, Kansas, a Kansas municipal corporation

By _____
Name _____
Title _____

STATE OF KANSAS)
) ss
COUNTY OF BUTLER)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is a _____ of the City of El Dorado, Kansas, a Kansas municipal corporation, and that said instrument was signed on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

_____
Notary Public

_____
Print Name

My commission expires:

_____

EXHIBIT A

Beginning at a point 34.94 feet West of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 5, Township 26 South, Range 5 East of the 6th P.M., Butler County, Kansas, thence North 89°58'30" West a distance of 570.14 feet; thence North 0°08'42" West a distance of 299.06 feet; thence North 89°49'51" East a distance of 569.94 feet; thence South 0°11'02" East 300.87 feet to the point of beginning.

Commonly known as 3991 SW 10th ., El Dorado, KS 67042.

TO: City Commission
FROM: Scott Rickard
SUBJ: Request for a Special Use Permit to Operate a Microdistillery at 518 N. Star Street
DATE: June 5, 2023

Background:
The Planning Commission held a public hearing on May 25, 2023 to review a Special Use Permit application to allow a micro distillery at 518 N. Star.

Attachments:
1. Map 518 N Star
2. 518 N Star Ord
3. Partial 5-25 PC MINUTES

Policy Issue:
Special Use Permits (SUP) allow specific uses to take place on a property.

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

Trade-offs:

Staff Recommendation:
Approve the SUP application.

Commission Action:
Commissioner _____ moved to approve an ordinance for Case No. 23-04 SUP, requesting a Speical Use Permit for a microdistillery at 518 N Star Street.

Commissioner _____ seconded the motion.

N
W 5TH AVE
SUBJECT PROPERTY
N STAR ST
N GORDY ST
W 4TH AVE
N WASHINGTON ST
N MAIN ST

ORDINANCE NO. _____

WHEREAS, an application has been filed with the El Dorado Planning Commission requesting a Special Use Permit to allow a micro-distillery at 518 N Star Street and;

WHEREAS, on the 25th day of May, 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 Herb Llewellyn to allow a microdistillery in a C-1 General Business District at 518 N Star St.

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 5th day of June, 2023.

_____
Bill Young, Mayor

ATTEST:

_____
Tabitha Sharp, City Clerk

EL DORADO
KANSAS

PLANNING COMMISSION MINUTES - DRAFT
May 25, 2023
5:30p.m.

1. CALL TO ORDER & ROLL CALL

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

Members Present
Steve Fellers
Lawrence Fischetti
Scott Hackler
Frank Hughes
Scott Leason
Austin Letts
Tony Nichols
Gerald Watson

Others Present
Scott Rickard
Herb Llewellyn
Chris Carey-Evergy
John Miller-Evergy
Jessica Keck-Evergy
Nick Engels
Emily Connell-Main Street
Brad Meyer

2. APPROVAL OF MINUTES

Commissioner Hackler moved to approve the minutes of the March 23, 2023, Planning Commission meeting, seconded by Commissioner Leason. The motion passed (8-0).

3. NEW BUSINESS

ITEM NO. 1 – CASE NO. 23-02-REZ: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST TO REZONE 1016 S HAVERHILL FROM A-R AGRICULTURAL RESIDENTIAL DISTRICT TO I-1 LIGHT INDUSTRIAL DISTRICT.

A. Presentation of Request

Scott Rickard provided an overview of the request. Evergy, the applicant, is requesting a rezone of 1016 S Haverhill which is in City of El Dorado's ETJ area, from A-R to I-1 to construct an electrical substation. Jessica Keck with Evergy stated that the electrical transmission lines into and around the substation are being rebuilt and the substation equipment will be replaced. The existing substations access road will be used to access the proposed station. The current substation will be decommissioned once the proposed substation is constructed and operating. The near-by properties will not be impacted by noise, the newer substations are quitter than existing substations and traffic will not increase except during construction. Evergy did receive approval from Butler County. The Planning Commissioners asked a few questions and discussion ensued.

B. Public Hearing

Vice Chairman Hughes opened the public hearing. There being no one to speak, the public hearing was closed.

C. Discussion by Planning Commission

Commissioner Fellers stated he thought it was fair asking questions due to the bad press and unhappy people in Wichita where things got built and Evergy seemed to satisfy Butler County and the tank farm.

D. Motion

Commissioner Leason moved to recommend approval of Case No. 23-02-REZ, an application by Evergy, to rezone the property located at 1016 S Haverhill from A-R Agricultural Residential District to I-1 Light Industrial District for the reasons stated in the staff recommendation and heard at this public hearing, seconded by Commissioner Hackler.

Roll Call Vote:

Steve Fellers	Y
Lawrence Fischetti	Y
Scott Hackler	Y
Frank Hughes	Y
Scott Leason	Y
Austin Letts	Y
Tony Nichols	Y
Gerald Watson	Y

The motion passed (8-0). Mr. Rickard said the application would go to the June 19th City Commission meeting.

ITEM NO. 2 – CASE NO. 23-04-SUP: PUBLIC HEARING FOR THE CONSIDERATION OF A REQUEST TO SPECIAL USE PERMIT FOR A MICRODISTILLERY AT 518 N STAR ST.

A. Presentation of Request

Mr. Rickard stated Herb Llewellyn is requesting a special use permit to allow a microdistillery at 518 N Star. The owner of the property has provide a letter approving this request. The definition of a microdistillery is not a listed use in our zoning regulations, but staff feels the intent meets that of a microbrewery. Herb Llewellyn stated he wants to open a microdistillery in the building formerly known as Northward Junction. Mr. Llewellyn plans to make all kinds of alcohol including whiskey, bourbon, rum, vodka, gin and agave spirit. Mr. Llewellyn stated to receive his microdistillery license from the State of Kansas he has to provide a lease & zoning letter from the City. Commissioner Fellers asked what type of airomatics could be expected. Mr. Llewellyn state none because it is a sealed system, there should be no smell. Commissioner Leason asked if this would be a bar or just distribution, Mr. Llewellyn stated he only plans on making the product, if it is requested he could sale, but he doesn't want to do that so no liquor license is required. Commissioner Leason asked about traffic and if it would be increased in the area. Mr. Llewelyn stated there should not be an increase of traffic, he has one distributor that will be picking up the product.

B. Public Hearing

Vice Chairman Hughes opened the public hearing. There being no one to speak, the public hearing was closed.

C. Discussion by Planning Commission

Commissioner Fellers asked if anyone from the public has reached out, Mr. Rickard stated they had not.

D. Motion

Commissioner Hackler moved to recommend approval of Case No. 23-04-SUP, a request by Herb Llewellyn, for a Special Use Permit to allow a micodistillery on the property located at 518 N Star St. 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
Austin Letts	Y
Tony Nichols	Y
Gerald Watson	Y

The motion passed (8-0). Mr. Rickard said the application would go to the June 5th City Commission meeting.

TO: City Commission
FROM:
SUBJ: An Ordinance Amending Section 6.20.040 of the Municipal Code Regarding the Keeping of a Staffordshire Terriers
DATE: June 5, 2023

Background:
The City Commission recently received public comment during a regular meeting concerning the annual $50 registration fee specifically attributed to Staffordshire Terriers and mixed breeds thereof. The City requires dog owners residing within the corporate limits of El Dorado to register their dogs.

Staffordshire Terriers and mixed breeds thereof have an additional fee as part of the registration process. Per Section 6.20.040(b) of the City Code,

"The owner or keeper of the Staffordshire Terrier and mix breeds thereof shall pay a fifty dollar ($50.00) annual registration fee for each dog, and such fee shall be submitted to the city clerk or his or her designee with the registration form for the keeping of Staffordshire Terrier and mix breeds thereof."

The City charges this additional fee to offset the cost of a Kansas Bureau of Investigation background check as required by Section 6.20.040(c) as follows:

"The City of El Dorado shall request and obtain conviction information in Articles 54, 55, 56, 57 and 63 in Chapter 21, and in Article 41 of Chapter 65 from the Kansas Bureau of Investigation as a part of the registration process."

After discussion, the Commission decided that no changes needed to be made to the Ordinance in terms of the fee, but that the information regarding the age of those being reviewed should be clarified. Staff have provided an amendment to the ordinance that specifies only those individuals 18 or over shall be put through the background process.

Attachments:
1. REVISED 2023 PIT BULL Application
2. Dangerous Animal Ordinance Amendment v2

Policy Issue:
Should the City change the age requirement for background checks for the ownership requirements pertaining to Staffordshire Terriers to individuals residing in a household who are over the age of 18?

Fiscal Impact:
There is no fiscal impact associated with this change.

Trade-offs:
The City Commission has the following options:

- Approve the Ordinance as presented.
- Request that staff return with other options.
- Decline the proposed amendment.

Staff Recommendation:
Staff recommends approving the ordinance as presented.

Commission Action:
Commissioner _____ moved to approve an Ordinance amending Title 6 of the El Dorado Municipal Code relating to nuisance and dangerous animals.

Commissioner _____ seconded the motion.

City of El Dorado, Kansas - Pit Bull Annual Registration Form

(ALL INFORMATION MUST BE FILLED OUT COMPLETELY OR REGISTRATION WILL BE DELAYED)

OWNER INFORMATION			
"Owner" means an individual who has lawful title to a dog, including the keeper or harborer of the dog. A parent or legal guardian shall be deemed to be an owner of dogs owned or maintained by children upon their premises.			
Last Name	**First Name:**		**Middle Name:**
Home Address Street:	City: EL DORADO	State: KS	Zip: 67042
Driver's License Number or Social Security Number			**Date of Birth:**
Home Phone:	**Alternate Phone:**	**Email Address:**	

OTHER RESIDENTS LIVING IN HOME AGE 18 AND OVER (MUST HAVE SS OR DL #)		
Last Name	**First Name:**	**Middle Name:**
Driver's License Number or Social Security Number		**Date of Birth:**
Alternate Phone:		
Last Name	**First Name:**	**Middle Name:**
Driver's License Number or Social Security Number		**Date of Birth:**
Alternate Phone:		
Last Name	**First Name:**	**Middle Name:**
Driver's License Number or Social Security Number		**Date of Birth:**
Alternate Phone:		

Have you or any person residing at the address listed above been convicted of or currently being charged with a crime in article 34,35,36 or 43 of Chapter 21 or Article 41 of Chapter 65 of the Kansas Statutes Annotated?
Yes ☐ **No** ☐

A KBI (Kansas Bureau of Investigation) background check will be conducted for all persons listed on the application.

DOG INFORMATION				
Dog's Name	Breed:	Color:	Age:	Sex:
Street Address where dog is kept:		City:	State:	Zip:
Distinguishing Markings:				

Continued on back

I hereby certify the above and foregoing information is true and correct. I have read Chapter 6 Section 6.20.045 and 6.20.040, of the Municipal Code of the City of El Dorado which regulates the ownership of Staffordshire Terriers and mix breeds thereof and hereby agree to abide by all rules and regulations therein, including the provisions regarding the keeping of the dog found in Chapter 6 Section 6.20.045 and 6.20.040 of the Code. I understand that I am required to have a microchip implanted into the dog and have it surgically sterilized within 60 days. The microchip shall detail the dog registration and such other information as may appropriate to determine the ownership of the dog. I further understand that I shall be responsible for reporting, in writing, to the City Clerk or his or her designee a change of address of the owner or keeper of the dog or a change in address at which the dog is kept within seven (7) days of a change in address. I certify that all documentation required has been supplied, and is true and correct. If any information has been misrepresented, untrue or incorrect it will cause the registration and ownership to be invalid and immediately in violation of this chapter.

PLEASE INCLUDE: ☐ $50.00 Administrative Fee (payable to City of El Dorado)

_____	_____	_____
OWNER'S NAME (Printed)	OWNER'S SIGNATURE	TODAY'S DATE

(USE THIS SPACE FOR ADDITIONAL INDIVIDUALS LIVING IN THE HOME)

Last Name	First Name:	Middle Name:
Driver's License Number or Social Security Number		Date of Birth:
Alternate Phone:		
Last Name	First Name:	Middle Name:
Driver's License Number or Social Security Number		Date of Birth:
Alternate Phone:		

THIS SECTION IS TO BE COMPLETED BY THE CITY OF EL DORADO

Date Submitted _____/_____/_____

Fee Paid: $_____

Microchip Registration Number: _____

_____

City of El Dorado

PIT BULL ANNUAL REGISTERATION APPROVAL
(Office Use Only)

License issued this _____ day of _____, _____ _____

City of El Dorado, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EL DORADO AMENDING TITLE 6 OF THE EL DORADO MUNICIPAL CODE RELATING TO NUISANCE AND DANGEROUS ANIMALS

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

Section 1: Section 6.20.040 Subsection C of the El Dorado Municipal Code shall be amended to read as follows:

> 6.20.040 Restrictions on the ownership of Staffordshire Terriers and mix breeds thereof
>
> C. The City of El Dorado shall request and obtain conviction information for persons age eighteen (18) years and older who reside in the home as noted in Articles 54, 55, 56, 57 and 63 in Chapter 21, and in Article 41 of Chapter 65 from the Kansas Bureau of Investigation as part of the registration process.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4: That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5: That the City Clerk is hereby ordered and directed to cause this ordinance to be published once in the official city newspaper.

PASSED AND APPROVED by the Governing Body on this 1st day of May, 2023.

(SEAL)

_____
Bill Young, Mayor

ATTEST

_____
Tabitha Sharp, City Clerk

APPROVED AS TO FORM

_____
Ashlyn Lindskog, City Attorney