



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
July 3, 2023 - 5:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - David Crook, First Southern Baptist
- 4. Pledge of Allegiance**

Proclamations and Recognition

- 5. Mini MPA Certification Presentation**
- 6. City Commendation Award- Emily Anderson**

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.*)

- 7. City Commission Meeting Minutes from June 19, 2023 and Special City Commission Meeting Minutes from June 21, 2023.**
- 8. Appropriation Ordinance No. 05-23**

Old Business

Public Hearing

- 9. Hearing for El Dorado Plaza CID**

New Business

- 10. El Dorado Plaza CID**
- 11. Engineering Services for Transportation Master Plan**

Discussion Items

Reports

12. City Commission and Advisory Board Updates

13. City Manager

Executive Session

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

Commissioner _____ seconded the motion.

Adjournment

15. 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.

TO: City Commission
FROM:
SUBJ: El Dorado Plaza CID
DATE: July 3, 2023

Background:

The City Commission has received a petition for a CID to be located at 2300-2400 Block of W Central Avenue. This Community Improvement District will levy a 1% sales tax on all sales on the property. The sales tax paid to the State of Kansas will then be returned to the property owner for the purpose of . A public hearing must be held to consider the CID.

Attachments:

1. DEVELOPMENT AGREEMENT
2. CID ORDINANCE

Policy Issue:

The City Commission must hold a public hearing to create the El Dorado Plaza Community Improvement District.

Fiscal Impact:

The proposed improvements will be financed by the petitioner and paid back with a 1% tax increase on the property, which includes the .

Trade-offs:

Although the negative impacts to the City are anticipated to be non-existent, the Commission should always ensure that applications for any and all economic development related incentives meet strict guidelines and are "fair" and "equitable."

Staff Recommendation:

Hold public hearing.
Consider the adoption of the Ordinance.

Commission Action:

Commissioner _____ moved to accept the recommendation.

Commissioner _____ seconded the motion.

DEVELOPMENT AGREEMENT

between the

CITY OF EL DORADO, KANSAS,

and

EL DORADO PLAZA SHOPPING CENTER, LLC

Dated as of July [3], 2023

**Relating to the Redevelopment of the El Dorado Plaza Shopping Center
Community Improvement District**

DEVELOPMENT AGREEMENT

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| Exhibit F | Certificate of Full Completion |

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into effective as of July [3], 2023 (the “**Effective Date**”), by and among the **CITY OF EL DORADO, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and El Dorado Plaza Shopping Center LLC, a Missouri limited liability company (the “**Developer**”). The City and the Developer are collectively referred to as the “**Parties**” and each a “**Party**.”

RECITALS

- A. The Developer is a party to the Community Improvement District Petition attached hereto as *Exhibit A* (the “**CID Petition**”) requesting the formation of the El Dorado Plaza Shopping Center Community Improvement District (the “**District**”) for the purpose of financing the costs to redevelop and existing retail shopping center located on the 2300 - 2400 block of W. Central Avenue within the City (the “**Project**”) on the terms and conditions set forth therein, which are hereby incorporated by reference.
- B. Pursuant to Resolution No. 2957 adopted by the City Commission of the City (the “**Governing Body**”) on June 5, 2023 (the “**CID Resolution**”), a public hearing was held on July [3], 2023, concerning the creation of the District. The CID Resolution is attached hereto as *Exhibit B* and hereby incorporated by reference.
- C. On July [3], 2023, the City approved the creation of the District through the passage of Ordinance No. [] (the “**CID Ordinance**”), which became effective upon publication on July [8], 2023, and is attached hereto as *Exhibit C* and hereby incorporated by reference.
- D. The Parties now desire to enter into this Agreement to formalize the financing of the Project.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS; TERM

Section 1.01. Definitions of Words and Terms. Capitalized words used but not defined in this Agreement have the meanings set forth in the CID Ordinance.

Section 1.02. Term. The Term of this Agreement will commence on the Effective Date and will continue until the earlier of (a) 22 years after the date of commencement of CID Sales Tax collection; or (b) when Project costs have been paid; or (c) the expiration or earlier termination of this Agreement.

ARTICLE II

COVENANTS

Section 2.01. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the

Project, nor will the Developer itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

The covenant established in this **Section 2.01** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this **Section 2.01** will remain for so long as this Agreement is in effect.

Section 2.02. Project Design. The Developer has designed the Project in accordance with all applicable City ordinances, building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

ARTICLE III

CID FINANCING

Section 3.01. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax will be used to reimburse the Developer for eligible costs of the Project under the CIDA Act, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer, except for payment of the amounts payable to the City pursuant to **Section 3.05** which will be deducted by the City in advance of distribution of the CID Sales Tax revenues to the Developer. So long as the total amount of Project costs requested for reimbursement through CID Sales Tax revenues does not exceed the actual amount expended for such use:

- (a) Developer may seek reimbursement of any particular line item designated as Project costs in the budget set forth on **Exhibit D** not exceeding 120% of the amount stated therein; and
- (b) Developer will be permitted to adjust the amounts estimated as Project costs within and between each line item with the written consent of the City Manager.

Section 3.02. Project Milestones. Subject to the terms and conditions of this Agreement, the Developer agrees to meet the project milestones not later than the times set forth in **Exhibit F** (the “Project Milestones”). Upon reasonable advance notice, the Developer will meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed in accordance with this Agreement.

Section 3.03. Certification of Expenditures. Developer will certify all costs and expenditures to be made in connection with the Project in accordance with the following:

- (a) Developer will submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Project improvements.
- (b) Each Certification of Expenditures will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Project costs.

Section 3.04. Reimbursement. The City will have thirty (30) calendar days (herein “Initial Response Period”) after receipt of any Certification of Expenditures to review and respond by written notice to Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures

shows payment of the Project costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Certification of Expenditures and promptly reimburse the Developer for the Project costs incurred pursuant to the terms of this Agreement if sufficient funds are available in the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund, and quarterly as funds become available in the event that funds in the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund are at that time insufficient. In the event the City does not respond within the Initial Response Period, the Certification of Expenditures will be deemed approved. If the City reasonably disapproves of the Certification of Expenditures, the City will notify the Developer in writing of the reason for such disapproval within the Initial Response Period and may request additional information from the Developer. In the event of a request for additional information, the Initial Response Period will be extended for an additional thirty (30) day period commencing upon receipt by the City of the additional information requested from the Developer. Said thirty (30) day period of extension will only apply to the first request for additional information made by the City with respect to each Certification of Expenditures. In the event the City disapproves any Certification of Expenditures, the Developer shall have the right to appeal such determination to the Governing Body.

Section 3.05. Payments to the City. The City will be paid as first priority payments from the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund: (a) an Administrative Service Fee in an amount equal to 5% of CID Sales Tax revenues; and (b) actual costs incurred by the City in creating the District and the preparation and negotiation of this Agreement; PROVIDED HOWEVER, the term “actual costs” shall not include any wages of City employees or fees of the City Attorney. The Administrative Service Fee is for the administration of the El Dorado Plaza CID District only and the Developer may incur additional administrative fees from the City regarding the Project that will be paid separately.

Section 3.06. Tenant Information. The Developer will provide the City Manager written notice of all current tenants located within the boundaries of the District prior to the opening or after the closing for business of any such tenant within the District (and shall use commercially reasonable efforts to do so within 30 days prior to such opening or after such closing), and at all other times upon the written request of the City Manager.

Section 3.07. Termination of the District; Change in Project Use.

(a) The City may not terminate the District prior to the expiration of the Term of this Agreement, except as provided by law, as requested by the Developer in writing, or as otherwise provided in this Agreement.

(b) If the Project opens but subsequently ceases to operate substantially as described in the CID Ordinance, then such cessation of operation shall be considered a failure of performance, to which Developer is entitled to a notice and opportunity to cure as set forth in **Article V** hereof and City may not terminate the District or this Agreement until City has complied with the terms of **Article V** and Developer has been given the opportunity to cure as set forth in said **Article V**.

Section 3.08. Modification of the District. From time to time during the Term of this Agreement, the Developer may request, and the City will reasonably consider, any modification to the District, in accordance with the CID Act.

Section 3.09. Public Disclosure. At the direction of the City Manager, the Developer will or will cause any tenant or subtenant of the Project to post “**Signage**” adjacent to the main entrance of the Project and the main entrances of every retail establishment within the District. If so directed, signage is to be posted and maintained throughout the Term of this Agreement. For purposes of this Agreement,

“Signage” means a sign at least 24 square inches in size containing the words: “THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING” using type face of at least 18 points in size, and direct individuals to the City website for further information using type face of at least 12 points in size.

Section 3.10. Certificate of Full Completion.

(a) Promptly after completion of the Project in accordance with the provisions of this Agreement, the Developer will submit a Certificate of Full Completion to the City.

(b) Full Completion means that the Developer or its permitted successor or assigns have been granted a Temporary Certificate of Occupancy by the City and has completed all work. The Certificate of Full Completion will be in substantially the form attached as *Exhibit G*.

(c) The City will, within thirty (30) days following delivery of the Certificate of Full Completion for the Project, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The Certificate of Full Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City’s execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct the Project.

ARTICLE IV

INDEMNITY

Section 4.01. Indemnification of City. The Developer agrees to indemnify and hold the City and its employees, agents and independent contractors and consultants (the “**City Indemnified Parties**”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys’ fees, resulting from, arising out of, or in any way connected with the Developer’s actions and undertaking in implementation of the Project or this Agreement, except to the extent caused by any grossly negligent or intentional act or omission of the City. It is understood that the duty of the Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Notwithstanding the foregoing, Developer’s liability shall be limited to the actual out-of-pocket costs and expenses incurred by City.

This **Section 4.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer’s own or have control of real property pursuant to any of the Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

Section 4.02. Survival. The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Defaults – General. Failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 5.02** below, constitutes an “**Event of Default**” under this Agreement. The party claiming default will give written notice of default to the defaulting Party, specifying the nature of the default. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer’s failure to meet the Project Milestones shall not constitute an Event of Default hereunder until the dates set forth on **Exhibit F** in the column labeled “Event of Default Date,” at which dates the remedies set forth in herein will be available to the City without notice and cure period requirements.

Section 5.02. Default Proceedings. The party claiming default will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within thirty (30) days from receipt of the written notice of default set forth in **Section 5.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within sixty (60) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such sixty (60) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 5.03. Remedies on Default.

(a) Whenever any Event of Default by the City occurs and is continuing, subject to applicable notice and cure periods, the Developer may: (1) pursue a remedy in equity to compel specific performance of this Agreement by the City; and/or (2) pursue any other remedy at law, provided that any monetary damages resulting from such action pursuant to this **Subsection 5.03(a)(2)** shall only be payable from the CID Sales Tax revenues and limited to such receipts actually received by the City.

(b) Whenever any Event of Default by the Developer occurs and is continuing, subject to applicable notice and cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and except for specific performance of this Agreement, and/or (2) retain CID Sales Tax to apply to monetary defaults, and/or (3) terminate the CID Sales Tax, and/or (4) terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 5.03(c)**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(d) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 5.04. Legal Actions.

(a) ***Institution of Legal Actions.*** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Butler County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law.*** The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

Section 5.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 5.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times, which may be approved and executed on behalf of the City by the City Manager, each amendment must be approved by resolution adopted by the Governing Body.

Section 6.02. No Assignment. The Developer may not assign its rights and responsibilities under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion.

Section 6.03. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

Section 6.04. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To Developer:

El Dorado Plaza Shopping Center, LLC
c/o Walpert Properties
12295 Olive Blvd.
St. Louis, Missouri 63141

To the City:

City Hall
Attn: City Manager
220 East First
El Dorado, Kansas 67042
Email: ddillner@eldoks.com

with a copy to:

Ashlyn B. Lindskog
Martin Pringle Attorneys at Law
645 E. Douglas, Suite 100
El Dorado, Kansas 67901
Email: ablindskog@martinpringle.com

or at such other addresses as the Parties may indicate in writing to the other either by email, personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Emailed notices will be deemed effective: (a) when sent, if followed by transmittal by national overnight courier or hand delivery on the next business day; or (b) upon recipient's acknowledgment of receipt. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 6.05. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 6.06. Conflicts of Interest.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.07. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the

Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 6.08. Tax Implications. The Developer acknowledges and represents that (1) neither the City, nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon their own tax advisors in this regard.

Section 6.09. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any member of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 6.09**.

Section 6.10. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.11. References. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. All references to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

Section 6.12. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

Section 6.13. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF EL DORADO, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

On this ____ day of _____, 2023, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the Mayor of the City of El Dorado, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he/she executed the same as the free act and deed of said municipal corporation.

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

Notary Public

[SEAL]

EXHIBIT A
CID PETITION

EXHIBIT B
CID RESOLUTION

EXHIBIT C
CID ORDINANCE

EXHIBIT D
PROJECT BUDGET

| <i>Category</i> | <i>Estimated Cost</i> |
|-------------------------------------|---------------------------|
| Demolition | \$ 170,000 |
| Construction/Engineering/Inspection | 2,435,000 |
| Site Improvements | 140,000 |
| Real Estate | <u>325,000</u> |
| Interest | 70,000 |
| Professional Fees | <u>\$110,000</u> |
| <i>Total</i> | <i>\$3,250,000</i> |

EXHIBIT E

CERTIFICATION OF EXPENDITURES

Request No. _____

Date: _____

Pursuant to the Development Agreement (the “**Agreement**”) by and between the **CITY OF EL DORADO, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **EL DORADO PLAZA SHOPPING CENTER, LLC**, a Missouri limited liability company (the “**Developer**”), Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed from the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

**EL DORADO PLAZA
SHOPPING CENTER, LLC**

By: _____
Name: _____
Title: _____

Approved this ____ day of _____, 20__

CITY OF EL DORADO

By: _____
City Manager

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

| Person, firm or corporation to whom payment was made | Amount to be reimbursed | Description of Expenditure |
|---|----------------------------|----------------------------|
|---|----------------------------|----------------------------|

[supporting documents attached]

EXHIBIT F

PROJECT MILESTONES

PLEASE REVIEW

| <u>Date</u> | <u>Obligation</u> | <u>Event of Default Date</u> |
|---|---|--|
| Not later than 6 months after the Effective Date | Filing of Site Plans and Construction Plans with the City | N/A |
| Not later than 90 days after receipt of Building Permit | Developer has Commenced Construction of the Project | Not later than 180 days after receipt of Building Permit |
| Not later than 24 months after the Effective Date | Certificate of Full Completion filed | 30 months after the Effective Date |

EXHIBIT G

FORM OF CERTIFICATE OF FULL COMPLETION

The undersigned, **El Dorado Plaza Shopping Center, LLC**, a Missouri limited liability company (the “**Developer**”) pursuant to that certain Development Agreement dated as of [____], between the **City of El Dorado, Kansas**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and the Developer (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20 __, the construction, renovation, repairing, and equipping of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Project Construction Plans (as those terms are defined in the Agreement) and contains all components of the applicable portion of the Project required by or described in the Agreement.

3. [This Certificate of Full Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, certifying that the Project has been substantially completed in accordance with the Agreement.]

4. This Certificate of Full Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the applicable portion of the Project.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the acceptance of this Certificate by the City, shall evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, _____.

**EL DORADO PLAZA
SHOPPING CENTER, LLC**

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF EL DORADO, KANSAS

By: _____

Name: _____

Title: _____

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON JULY 3, 2023**

The City Commission (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) 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)

Pursuant to notice published and mailed in accordance with the requirements of the CID Act, the Mayor opened the public hearing regarding the creation of the proposed community improvement district. After hearing the comments of persons desiring to speak with respect to the above matter, the Mayor closed the public hearing.

There was presented to the Governing Body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF EL DORADO ESTABLISHING THE EL DORADO PLAZA SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

Commissioner _____ that the Ordinance be passed. The motion was seconded by Commissioner _____. The motion was carried by a vote of the Governing Body as follows:

Aye:

Nay:

The Ordinance was then duly numbered Ordinance No. ____, was signed by the Mayor and attested by the City Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City and recorded with the Butler County Register of Deeds.

(Other Proceedings)

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Commission 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

(Published in *Butler County Times-Gazette* on July 8, 2023)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF EL DORADO ESTABLISHING THE EL DORADO PLAZA SHOPPING CENTER COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “CID 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 proposing the creation of a community improvement district pursuant to the Act to be known as the El Dorado Plaza Shopping Center Community Improvement District (the “District”), the completion of a project relating thereto as more particularly described herein (the “Project”) and the imposition of a CID Sales Tax in the amount of 1.00% (the “CID Sales Tax”) in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of one hundred percent (100%) of all land and all of the assessed value within the proposed District; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the City Commission (the “Governing Body”) adopted Resolution No. 2957 (the “Resolution”) on June 5, 2023, directing that a public hearing on the proposed District be held on July 3, 2023, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and mailed by United States certified mail, return receipt requested, to each owner or owners of record, whether resident or not, of real property within the proposed District; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on July 3, 2023, the Governing Body conducted a public hearing on the proposed District, the proposed Project related thereto, the method of financing the same and the imposition of the CID Sales Tax; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Project relating thereto, approve the estimated costs of such community improvement district projects, approve the method of financing the same and impose the CID Sales Tax, all in accordance with the provisions of the CID Act; and

WHEREAS, the City and El Dorado Plaza Shopping Center LLC have negotiated the terms of a Development Agreement, dated as of July 3, 2023 or such other effective date as set forth therein (the “Development Agreement”) relating to the development of the proposed Project, the distribution of the CID Sales Tax and related matters; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Development Agreement and related documents.

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

Section 1. Creation of the District. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby creates the El Dorado Plaza Shopping Center Community Improvement District within the City and approves the boundaries thereof (the “District”). A legal description of the property within the District is set forth in *Exhibit A* attached hereto and incorporated by reference. A map generally outlining the boundaries of the District is attached hereto as *Exhibit B* and incorporated herein by reference.

Section 2. Authorization of Project. The Project described in the Petition consists of the redevelopment of the El Dorado Shopping Plaza (the “**Project**”). The Project will include planning, design, construction, maintenance and procurement of certain improvements within the District, including but not limited to: all infrastructure related items, replacement of the façade, canopies, sidewalks, parking lot and drives, buildings, structures, facilities, sewers and utilities, mechanical systems, fire sprinkler systems, roof, parking lot lighting, property marquee signage, tenant signage, traffic signage, benches and seating, waste receptacles, water sprinkler services, painting, landscaping, marketing and advertisement, the costs of cleaning and maintenance, security, soft costs of the projects, and the costs of private financing of the Project and the City and the Petitioner’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act. The Governing Body hereby approves the Project.

Section 3. Estimated Cost. The estimated cost of the Project to be completed within the District is \$3,325,000.

Section 4. Method of Financing. The Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax act within the District. There will be no special assessments levied pursuant to the CID Act and there will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of costs of the Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the District in an amount of 1.00% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the District. The City Clerk shall cause all notices required by the CID Act to be given following passage of this ordinance, specifically including the submittal by the City of a certified copy of this ordinance to the Kansas Department of Revenue ("KDOR") following publication hereof. Such CID Sales Tax shall commence on the first day of the calendar quarter next following the 90th day after receipt by the KDOR of the certified copy of this Ordinance sent by the City and remain in effect for 22 years, or such lesser period as may be required for payment from CID Sales Tax revenues of the costs approved for the Project in **Section 3**, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the El Dorado Plaza Shopping Center CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis and related expenses described in **Section 3**, above.

Section 8. Development Agreement. The Development Agreement is hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager. The Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such final form as are approved by the City Manager, or designate, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 10. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

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PASSED by the City Commission of the City of El Dorado, Kansas on July 3, 2023 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. ____ (the “Ordinance”) of the City of El Dorado, Kansas (the “City”); that said Ordinance was passed by the City Commission on July 3, 2023, that the Ordinance was published in the official newspaper of the City on July 8, 2023; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: July 8, 2023.

City Clerk

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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: Scott Rickard
SUBJ: Engineering Services for Transportation Master Plan
DATE: July 3, 2023

Background:

The City recognizes the need for a comprehensive Transportation Master Plan to address current and future needs of our roadways, industrial development, and pedestrian infrastructure. To fulfill this need, Staff proposes entering into an agreement with JEO, a consulting firm specializing in transportation planning. JEO was selected to negotiate a scope based on a submitted Request for Qualifications from qualified firms. The purpose of this agenda item is to seek approval from the City Commission to authorize the City Manager to proceed with this agreement. The Transportation Master Plan project is estimated to take approximately 12 months to complete, including stakeholder engagement to gather valuable input from the community. The proposed schedule is as follows:

Agreement Authorization: July 3rd, 2023

Project Kick-Off and Data Collection: August 2023

Stakeholder and Public Engagement: September 2023 - November 2023

Data Analysis and Forecasting: December 2023 - February 2024

Draft Plan Development: March 2024 - May 2024

Final Plan Presentation and Approval: June 2024

Attachments:

1. El Dorado TMP Scope of Services
2. Fee Schedule El Dorado TMP contract

Policy Issue:

The City Commission must authorize the City Manager to enter into an agreement.

Fiscal Impact:

The cost of the Transportation Master Plan study by JEO is estimated to be \$194,420. The funding for this project will be allocated from the city's general fund. The expenditure will not require any additional taxation or budget adjustments as it falls within the allocated funds.

Trade-offs:

While there is an investment required for the Transportation Master Plan study, the benefits and trade-offs must be considered. By engaging in this comprehensive planning process, the City will be equipped with valuable insights into the current and future needs of our roadways, industrial development, and pedestrian infrastructure. The plan will enable informed decision-making, efficient allocation of resources, and improved transportation systems for the benefit of our residents and businesses. The trade-off lies in the financial commitment required for the study, but is outweighed by the long-term advantages of having a well-informed and strategic transportation plan.

Staff Recommendation:

Staff recommends authorizing the City Manager to enter into an agreement with JEO for the provision of a Transportation Master Plan. The plan will forecast future and current needs in our roadways, consider future industrial development, and address pedestrian needs. The comprehensive nature of this plan, coupled with stakeholder engagement, will allow the City to make informed decisions and provide a solid foundation for future transportation planning and development. The proposed cost of \$194,420 is considered reasonable given the scope of work and the long-term benefits it will bring to

our community.

Commission Action:

Commissioner _____ moved to authorize the City Manager to enter into an agreement with JEO to provide a Transportation Master Plan.

Commissioner _____ seconded the motion.

Scope of Services Traffic Master Plan City of El Dorado, KS

Task 1 Project Management

Brad Shores will serve as project manager and the City of El Dorado's primary point of contact. He has overall responsibility for quality assurance and quality control of deliverables.

Task 1 includes the following subtasks to manage and monitor the project team, scope of work, schedule, and budget.

Deliverables: project management plan, invoices, progress reports, meeting agendas and notes

1.1 Project Management Plan

In coordination with the City of El Dorado's Project Manager, a brief PMP will be prepared. The PMP will establish the roles and responsibilities of the project team members, work tasks and approach, review and comment process, quality control and quality assurance process, and a project schedule. PMP elements will be reviewed and confirmed with the project management team during the project kick-off meeting.

1.2 Schedule

Our project team proposes to complete the Traffic Master Plan update within approximately 12 months, beginning July 2023, and ending in July 2024. Our project manager will maintain an up-to-date project schedule, which will reflect major milestones, including the submittal and review of deliverables and team/committee meetings.

1.3 Budget Tracking

JEO will submit monthly invoices and progress reports to the City of El Dorado's Project Manager. The budget will include task progress and details, any expenses (e.g., traffic data, etc.), and a comparison of the actual budget against the planned.

1.4 Project Team Coordination

Our project team will work with city project team staff and council officials (via project updates). Members of these groups will be discussed and confirmed during the project kick-off meeting. The proposed schedule identifies the number of project progress meetings with staff (third Monday of each month) which will be a mix of virtual and in-person. JEO's Project Manager will provide weekly communications by email to the City's Project Manager.

1.5 Project Kick-Off Meeting

Soon after council approval and issuance of the notice to proceed of this contract (NTP), the City of El Dorado's Project Manager and key members of the consultant team will conduct a project kick-off meeting to confirm the scope and schedule, discuss the project's communication protocols, discuss the formation of project teams and groups, define data needs, and refine any elements of the PMP. It is anticipated that this meeting will serve as the first project team meeting and will be in person.

Task 2 Document Current and Future Transportation Conditions

The assessment of current and future conditions will be a data-driven analysis. The JEO team will work with the City of El Dorado Project Manager to identify data and documents essential for the analysis and development of the plan.

Deliverables: list of known transportation issues, projects, goals, crash locations, traffic operations analyses

2.1 Consolidation of Known Issues

The JEO team will work with the City of El Dorado Project Manager and city staff to identify known transportation issues. The list of these issues will be the starting point for traffic analysis.

2.2 Transportation Trends

The project team will develop a snapshot of transportation trends to reflect current conditions by using the latest census information to document demographic conditions that influence transportation and reference information from the El Dorado Comprehensive Plan as needed. This snapshot will include a summary of current and anticipated future trends for transportation technology and mobility.

The snapshot will be included in the draft and final reports.

2.3 Previous Plans.

Recommendations and projects from previous plans and studies (including the El Dorado 2030 Comprehensive Plan, the KTA/K-254/Boyer Road Interchange Concept Study, previous Traffic Plans, the El Dorado Truck Route Study, the El Dorado 2021 Strategic Plan, and the Downtown Master Plan, as well as other subarea or development-focused studies) will be considered and re-evaluated in light of the data-driven needs analysis and identified issues. This review will include documenting the status of projects (i.e., constructed, under construction, in design, funded, or planned as currently defined by the City of El Dorado). Recommendations that align with the data-driven needs analysis and/or address identified transportation opportunities will be further evaluated in Task 5. The JEO team will also document compatibility of recommendations from other relevant regional plans, such as Wichita Area MPO's Metropolitan Transportation Plan 2050 and plans for adjacent communities and jurisdictions.

A summary of recommendations, projects, and goals from other studies and plans will be included in the draft and final reports.

2.4 Safety and Traffic Calming

Using city records and the Kansas DOT crash database, the project team will evaluate crash incidents and severity from the previous five years to provide an understanding of where conflicts and crash trends occur. Visual production of graphics of applicable and available crash database information and/or other applicable reports will be conducted to illustrate high crash locations within the city and crash rates will be calculated for the top 20 crash locations as applicable. Analysis will focus on locations of severe crashes vs. property damage only locations to determine transportation planning recommendations for program or project level improvement opportunities.

A summary of key crash locations, crash severity, and potential mitigation will be included in the draft and final reports.

2.5 Street Network and Current Conditions Assessment

An inventory of the current street network will update the characteristics in the previous El Dorado Traffic Plan, such as daily traffic volumes, traffic control devices, functional classification, posted speeds, and the number of vehicle travel lanes. The project team anticipates using data obtained from Streetlight Data, supplemented, and confirmed by JEO traffic counts at four (4) locations. Traffic count data from the city and KDOT will be incorporated as appropriate. Count data will reflect current street classifications, where development is anticipated, and will consider active construction and development.

Volume/capacity ratios will be used to identify areas of current congestion on the street network. As readily available, a more detailed traffic operational analysis (such as an intersection operational analysis previously completed by the city) will be used to gain further insights into the current operations of the city's street network and will be considered in the plan recommendations.

A summary of the traffic volumes and traffic operation analyses will be included in the draft and final reports.

2.6 Future Conditions Assessment

Programmed capital improvement projects will be documented to reflect existing plus future conditions for all transportation networks. The current Wichita Area MPO regional travel demand model will be reviewed to evaluate forecast 2050 future conditions for highways connecting to El Dorado. The project team will develop 2050 future forecasts for major roads (highways, arterials, and major collectors) based upon historic growth rates. Traffic forecasts will be compared with the existing and committed roadway network, and a forecasted volume/capacity analysis will be performed, enabling the project team to identify congested corridors that may be candidates for capacity upgrades to reduce congestion and provide travel options. Potential new roadways will be identified and analyzed. Additionally, the analysis will identify concentration of trips that are less than three miles and may be candidates for increased focus on providing active transportation infrastructure.

A summary of the future traffic forecasts and traffic operation analyses will be included in the draft and final reports.

2.7 Trails and Bikeways Network

The project team will document current bicycle facilities. This will include providing a general review and mapping of trails and connections city wide and analysis of where and how these locations provide connectivity to one another and/or the surface street network

A summary will be included in the draft and final reports.

2.8 Sidewalks and Pedestrian Crossings

The project team will use pedestrian facilities data/mapping, and field review information as a starting point to document 2023 pedestrian facilities and update as needed. A general review of hotspot locations (destinations) for increased pedestrian activity will be conducted in addition to analysis of city traffic control standards, specifications, and policies related to pedestrian crossings and potential improvements in relation to future projects.

A summary will be included in the draft and final reports.

2.9 Transit

The project team will confirm the existing transit options in El Dorado and update the summary of services available in El Dorado and the region as needed to reflect current conditions.

A summary will be included in the draft and final reports.

2.10 Railroad Crossings and Corridors

The project team will review current railroad crossing locations and their impact on the movement of vehicles. A review will be conducted to evaluate potential future increases in train/vehicle exposure.

A summary will be included in the draft and final reports.

Task 3 Stakeholder Engagement

Stakeholder engagement is important to ensure the Traffic Master Plan reflects the community's desire. It is essential that key stakeholders are engaged in the planning process and have a sense of ownership in the final plan and recommendations. Engaged members will be able to see how their input resulted in the final plan, and the project team will be able to demonstrate to the City Council and Planning Commission that the plan reflects this input.

Deliverables: meeting agendas, notes, presentation materials

3.1 Stakeholder Engagement

City Council: Project team members will meet two times with the City Council. It is anticipated these would occur during a city council work session and occur at or around the approximate 30% completion, and near final completion milestones of the TMP. The first meeting is to discuss goals for the plan, the second to present the findings and draft plan.

Planning Commission: Project team members will also meet twice with the Planning Commission to present the plan. It is anticipated these would occur during the approximate 30% completion, and near final completion milestones of the TMP. The first meeting is to discuss goals for the plan, the second to present the findings and draft plan.

Other Meetings: Members of the consultant team may be requested to attend and support up to two (2) additional meetings with other agencies and community groups as needed.

A summary will be included in the draft and final reports.

Task 4 Goals, Objectives, and Action Steps

The goals, objectives, and actions from the El Dorado Comprehensive Plan related to transportation will be reviewed and updated as needed, to reflect the city's current vision for transportation. The Traffic Master Plan goals will align with the El Dorado Comprehensive Plan and Strategic Plan goals to show how they support the City of El Dorado's overall vision. The transportation goals will be affirmed/refined through the stakeholder engagement process.

Deliverables: summary of goals and objectives

4.1 Goals and Objectives

This task will set a vision for transportation and mobility in El Dorado. The vision and goals will help define what the future will look like and steps the City can take to accomplish that future over time. The transportation vision and goals will be foundational to developing strategies, evaluation criteria, and performance measures. Because transportation is a vital aspect of quality of life, the project team recommends considering the inclusion of goals pertaining to the transportation system's role in economic vitality, public health, and social equity. Goals will use language that is clear to understand and focus on the desired end state of the transportation network. Objectives will be established for the City to evaluate if the goal is being achieved. Clearly stated objectives result in a broad agreement of priorities and accountability for action steps.

A summary of the goals and objectives development will be included in the draft and final reports.

4.2 Performance Measures

Building from the transportation goals and objectives, the project team will develop system-level performance measures that will enable the City to track progress toward achieving the goals. In addition, available data sources will also be assessed for the desired performance measures developed. A data-based strategy that helps El Dorado align projects with funding allocations will be documented. Performance measures will support quantitative evaluation and transparency that can lead to future support of transportation funding strategies.

A summary of the performance measures development will be included in the draft and final reports.

4.3 Action Steps

The project team will work with City of El Dorado staff and stakeholders to develop action steps. Action steps will be documented with the plan to reinforce prioritization and accountability for implementation. Action steps will include clear assignments as well as timeframes for El Dorado to maintain. Action steps are the incremental steps needed to reach El Dorado's transportation Goals and Objectives.

A summary of the action steps will be included in the draft and final reports.

4.4 Strategic Policies

This task will result in the development of recommendations, including development of policies, identification and prioritization of corridors and their right-of-way, improvements, tools to help educate and guide decision-making, and implementation strategies. A clear framework for transportation and mobility in El Dorado that includes goals, objectives, and actions will help define what transportation looks like in the near-, mid-, and long-term and will help define steps and strategies the city can take overtime.

Task 5 Alternatives Analysis & Prioritization

The project team will conduct alternatives analysis to develop transportation improvement programs and projects needed to address the future transportation system of El Dorado. Prioritization of these components will also be conducted.

Deliverables:

5.1 Transportation Alternatives

Project needs will come from the project team outputs, data analysis (including bottleneck locations and future areas of congestion), and stakeholder input. Our team will apply an approach to identifying factors contributing to known safety problems, including street design, speeds, behaviors, technology, and policies. Traffic mobility and safety solutions will be developed with consideration for advancing the overall mobility in El Dorado.

5.2 Financial Outlook and Alternatives

Our team will work closely with the project management team to assemble information on historical and current municipal, state, and federal transportation funding levels to develop forecasts of approximate projected funds available within the 2050 planning horizon. We will then identify potential new and innovative funding sources through partnerships with other agencies, grants, non-profit organizations, and businesses to fund mutually beneficial transportation projects.

5.3 Performance-Based Evaluation Alternatives

The City of El Dorado strives to demonstrate progress and the effectiveness of public investments. Building from the transportation goals and objectives, the project team will develop system-level performance measures that enable the city to track progress toward achieving goals. Available data

sources will be used to document current system performance and the trajectory of trends looking forward. Guidance on current best practices, future-looking policies, and the context of El Dorado's growth trends will also be utilized to provide insight into the projects, strategies, and policies needed to meet the stated performance targets.

5.4 Planning-Level Costs and Assumptions

The Fiscally Constrained Plan represents the convergence of the project planning and funding projections. Planning level cost estimates will be developed for the projects, with a higher level of detail for the high-priority projects to facilitate a more immediate transition into the CIP and annual budget. The year-by-year revenue forecasts will be compared with the project lists with consideration for the core budget categories of asset management, capacity, operations, safety, and mobility. Project costs will be inflated based on the anticipated year of expenditure to account for increasing construction costs and declining purchasing power of funding sources like the state and federal gas tax.

5.5 Prioritized Project List

The project team will prepare a prioritized list of projects based on the immediacy of the need and the degree to which they are expected to contribute to the TMP goals and performance targets. The project evaluation process will follow a data-driven and repeatable process. All projects will be mapped, and a spatial overlay and analysis will be conducted to arrive at project recommendations using evaluation criteria that align with transportation goals. Projects will be prioritized in various categories (e.g. by mode and/or likely funding source) to facilitate transition to the CIP. The result will be fiscally constrained project lists for five- and ten-year horizons and a vision plan that will include projects outside the fiscally constrained plans.

Task 6 Traffic Master Plan

The project team will develop a reader-friendly and visually appealing Traffic Master Plan that summarizes the results and activities of the previous tasks. The plan will clearly and concisely convey the needs for transportation in El Dorado, the action plan and next steps to achieve the recommendations, and a narrative about why the investments and strategic actions are important to a desirable transportation future.

6.1 Draft Plan

A draft plan will be submitted for City review that incorporates all the technical findings and analysis information, in addition to documentation of the prioritized projects and applicable programs. Review comments will be logged and addressed to guide production of the subsequent final plan. Chapters of the TMP will be drafted as the content is developed.

6.2 Final Plan

Comments from the City staff review of the draft TMP will be incorporated into a final TMP report for the project. This final plan, including all technical appendix information will be provided to the City of El Dorado in electronic (pdf) format.

Transportation Master Plan

City of El Dorado

12-Jun-23

| | Burklund | Shores | Tobaben | Brummett | McCann | Byrd | Thiele | Buckley | Burnett | Marburger | Noite | Ohnoutka | Sophia | Divis | Task Fee |
|--|-----------|------------|----------------------|------------------|---------------------|----------------------|------------------|----------------------|---------------------|---------------------|-----------------|------------|------------|----------|-------------------|
| | QA/QC | PM | Sr. Traffic Engineer | Traffic Engineer | Traffic Engineer EI | Sr. Traffic Engineer | Traffic Engineer | Sr. Traffic Engineer | Structural Engineer | Sr. Transp Engineer | Transp Engineer | Planner | GIS | Admin | |
| Task 1: Project Management (12 months) | | | | | | | | | | | | | | | |
| Task 1.1: Project Management Plan | 1 | 2 | | | | | | | | | | | | | \$ 865 |
| Task 1.2: Schedule | | 4 | | | | | | | | | | | | | \$ 1,100 |
| Task 1.3: Budget Tracking | | 12 | | | | | | | | | | | | 6 | \$ 3,960 |
| Task 1.4: Project Team Coordination | 12 | 40 | 12 | | | | | | | | | | | | \$ 18,500 |
| Task 1.5: Project Kick-Off Meeting | 2 | 4 | 4 | | | | | | | | | | | | \$ 2,970 |
| | | | | | | | | | | | | | | | \$ - |
| Total Task 1: | | | | | | | | | | | | | | | \$ 27,395 |
| Task 2: Document Conditions | | | | | | | | | | | | | | | |
| Task 2.1: Consolidation of Known Issues | | 4 | 4 | | | | | | | | | | | | \$ 2,340 |
| Task 2.2: Transportation Trends | 1 | 1 | 2 | | | | | | | | | | | | \$ 1,210 |
| Task 2.3: Previous Plans | | 2 | 4 | | 16 | 4 | | | | | | | | | \$ 4,570 |
| Task 2.4: Safety and Traffic Calming | | | 2 | | 60 | | | 16 | | | | | | | \$ 10,740 |
| Task 2.5: Street Network & Current Conditions Assessment | | | 4 | 40 | | 8 | | | | | | 4 | 30 | | \$ 13,510 |
| Task 2.6: Future Conditions Assessment | | | 4 | | | 40 | 120 | | | | | 16 | 20 | | \$ 31,060 |
| Task 2.7: Trails and Bikeways Network | | | 2 | | 8 | | | | | | | | | | \$ 1,500 |
| Task 2.8: Sidewalks and Pedestrian Crossings | | | 2 | 16 | | | | | | | | | 2 | | \$ 3,010 |
| Task 2.9: Transit | | | 1 | 4 | | | | | | | | | 4 | | \$ 1,450 |
| Task 2.10: Railroad Crossings and Corridors | | | 2 | | 6 | | | | | | | | | | \$ 1,280 |
| | | | | | | | | | | | | | | | \$ - |
| Total Task 2: | | | | | | | | | | | | | | | \$ 70,670 |
| Task 3: Public Engagement and Input | | | | | | | | | | | | | | | |
| Task 3.1: Stakeholder Engagement | | | | | | | | | | | | | | | \$ - |
| City Council Presentations (2) | 8 | 16 | 16 | | | | | | | | | 16 | | | \$ 13,400 |
| Planning Commission Presentations (2) | 4 | 16 | 16 | | | | | | | | | 16 | | | \$ 12,140 |
| | | | | | | | | | | | | | | | \$ - |
| | | | | | | | | | | | | | | | \$ - |
| Total Task 3: | | | | | | | | | | | | | | | \$ 25,540 |
| Task 4: Goals, Objectives and Action Steps | | | | | | | | | | | | | | | |
| Task 4.1 : Goals and Objectives | | 2 | 2 | | | | | | | | | 6 | | | \$ 1,740 |
| Task 4.2: Performance Measures | | 2 | 2 | | | | | | | | | 4 | 8 | | \$ 2,790 |
| Task 4.3: Action Steps | | 2 | 2 | | | | | | | | | 8 | | | \$ 1,930 |
| Task 4.4: Strategic Policies | | 2 | 2 | | | | | | | | | 16 | | | \$ 2,690 |
| Total Task 4: | | | | | | | | | | | | | | | \$ 9,150 |
| Task 5: Alternatives Analysis and Prioritization | | | | | | | | | | | | | | | |
| Task 5.1: Transportation Alternatives | | 2 | 2 | 8 | | 2 | | | | | | | 16 | | \$ 5,200 |
| Task 5.2: Financial Outlook and Alternatives | | 1 | 1 | | | | | | | | | 16 | 16 | | \$ 4,585 |
| Task 5.3: Performance-Based Evaluation Alternatives | | 1 | | | | 4 | | | | | | 8 | 16 | | \$ 4,535 |
| Task 5.4: Planning-Level Costs and Assumptions | | 1 | 1 | | | | | | | 8 | 16 | | | | \$ 6,785 |
| Task 5.5: Prioritized Project List | | 8 | 8 | | 16 | | | | | | | | 16 | | \$ 8,920 |
| Total Task 5: | | | | | | | | | | | | | | | \$ 30,025 |
| Task 6: Traffic Master Plan | | | | | | | | | | | | | | | |
| Task 6.1 : Draft Plan | 2 | 4 | 4 | | | 16 | | 6 | | | | 16 | | | \$ 9,890 |
| Task 6.2: Final Plan | 2 | 4 | 4 | | | 16 | | 2 | | | | 8 | | | \$ 8,250 |
| Total Task 6: | | | | | | | | | | | | | | | \$ 18,140 |
| Expenses | | | | | | | | | | | | | | | |
| Streetlight Data and Miovision Processing | | | | | | | | | | | | | | | \$ 13,500 |
| Total Tasks 1-6 | 32 | 130 | 103 | 68 | 106 | 90 | 120 | 24 | 0 | 8 | 16 | 134 | 128 | 6 | \$ 194,420 |