



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

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - Jurdan Counts, Park Ave. Baptist
- 4. Pledge of Allegiance**

Proclamations and Recognition

- 5. Constitution Week 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.

- 6. None.**

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 August 21, 2023 and Commission Work Session August 30, 2023.**
- 8. Planning Commission Appointment- Aaron Cline for a term set to expire 05/01/2026**
- 9. Walnut River Brewery Liquor Permit Resolution**

Old Business

- 10. None.**

New Business

- 11. Police Department Body Cameras**
- 12. Supplemental Design Services Agreement with PEC for Gordy Street Stormwater Improvements**

13. First Amendment to the Installment Contract for Deed with Prairie Trails Golf, LLC, dated December 11, 2020
14. Resolution in Support of Pedestrian Accommodations on the Walnut River Bridge Project

Discussion Items

15. None.

Reports

16. City Commission and Advisory Board Updates
17. City Manager

Executive Session

18. None

Adjournment

19. 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.

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS: September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW THEREFORE, I, Bill Young, by virtue of the authority vested in me as Mayor of the City of El Dorado, Kansas, do hereby proclaim the week of September 17th through September 23rd as:

CONSTITUTION WEEK

in the City of El Dorado, Kansas and ask our citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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

Mayor Bill Young

Seal

Tabitha Sharp, City Clerk

EL DORADO CITY COMMISSION MEETING

August 21, 2023

The El Dorado City Commission met in a regular session on August 21, 2023 at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Gregg Lewis, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and Administration Director Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog

VISITORS

Mike Holton	220 E 1 st Ave	El Dorado, KS
Jason Patty	220 E 1 st Ave	El Dorado, KS
Joe Haag	220 E 1 st Ave	El Dorado, KS
Jack Zimmerman	220 E 1 st Ave	El Dorado, KS
Caleb Fistler	220 E 1 st Ave	El Dorado, KS
Alecia Darrow	220 E 1 st Ave	El Dorado, KS
Jennifer Davis	USD 490 Superintendent	El Dorado, KS
Phil Benedict	Chamber of Commerce	El Dorado, KS
Dr. Mercy Umeri	Wichita State University	Wichita, KS
Dr David Guo	Wichita State University	Wichita, KS
Emily Connell	El Dorado Main Street	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the August 21, 2023 meeting to order.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

RECOGNITIONS

Staff from Wichita State University presented Police Chief Mike Holton, Fire Chief Joe Haag and Public Utilities Director Jason Patty with certificates of completion for the Mini MPA.

PERSONAL APPEARANCE

Jennifer Davis, USD 490 Superintendent, presented some information on USD 490 to the City Commission.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of City Commission Meeting Minutes from July 17 and August 7, and Special City Commission Minutes from August 2, 2023.

Approval of the Gold Fest liquor permit Resolution.

Appointment of Debi LaForge to the Planning Commission for a term to expire on May 1, 2026.

Approval of the Sunflower AMCA Road Run liquor permit Resolution.

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

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

OLD BUSINESS

There was no old business.

NEW BUSINESS

**SETTING A PUBLIC HEARING TO CONSIDER THE DEMOLITION OF
DILAPIDATED HOMES AT 320 N EMPORIA, 1108 S SHELDEN, AND 724 N TOPEKA**

Commissioner Kendra Wilkinson moved to table the item.

Commissioner Leon Leachman Seconded the motion.

Motion carried 5 – 0.

AMENDMENTS TO TAXABLE INDUSTRIAL REVENUE BONDS FOR DAYS INN

City Manager David Dillner stated that the ownership of the hotel is being transferred to one of the current owners. He stated that because they have Industrial Revenue Bonds through the City of El Dorado, the City must approve a new Resolution. He stated that there is no fiscal responsibility for the City of El Dorado for this project, we simply serve as a pass through for the

EL DORADO CITY COMMISSION MEETING

August 21, 2023

property tax incentive. He stated that the CID payments will continue for the duration of the original contract.

Commissioner Kelly Tetrick moved to approve a Resolution authorizing the City of El Dorado, Kansas to amend the supplement of its taxable Industrial Revenue Bonds, Series A, 2016 and Series B, 2016 (Days Inn Hotel and Suites) for the purpose of the acquisition, construction and equipping of a hotel facility; and authorizing certain other documents and actions in connection therewith.

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

WALNUT RIVER LIFT STATION DESIGN SERVICES

City Engineer Scott Rickard stated that in 2026, KDOT is considering a realignment of the Walnut River Bridge. He stated that they will be hosting a public hearing to gather feedback regarding the project. He stated that as part of the project, there is a sanitary sewer force main attached to the bridge that will need to be relocated. He stated that the replacement of the lift station there is in a CIP request for the future.

Commissioner Gregg Lewis moved to accept the recommendation and direct the City Manager to execute the contract.

Commissioner Kelly Tetrick seconded the motion.

Mayor Bill Young asked whether the sanity sewer project would take place before the bridge.

City Engineer Rickard stated that it would take place when they do the bridge.

Commissioner Kendra Wilkinson asked if anyone was answering the questions being asked on Facebook.

City Engineer Rickard stated that those projects were to keep the bridge functional until they could do the larger project.

Commissioner Kelly Tetrick asked if there will be an increase in capacity.

City Engineer Rickard stated that they will be elevating the wet well to prevent flooding issues, but the size of the main will remain the same based off of the limited future growth.

Motion carried 5 – 0.

CDBG GRANT EXTENSION 142 N MAIN

City Engineer Scott Rickard stated that the developer has requested an extension through February of 2024. He stated that a majority of the work has been completed, but there is some struggle with fitting the elevator in the existing space.

Commissioner Gregg Lewis moved to authorize the Mayor to sign the Contract Amendment for the Kansas Department of Commerce CDBG Commercial Rehab Grant.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

DISCUSSION ITEMS

There were no discussion items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Leon Leachman stated that he appreciated the help of the Commission and volunteers for the Grizzly Gold parade on Saturday.

Mayor Bill Young stated that he was very proud of the recipients of the Mini MPA recipients and stated that he is glad to see the dedication to continued development.

CITY MANAGER REPORT

City Manager David Dillner stated that the Chamber of Commerce has invited the City Commission to the opening of Numana.

City Manager Dillner stated that KDOT is planning to replace the bridge over 12th Avenue, he stated that staff are advocating for some more pedestrian access. He stated that KDOT stated that they are willing to consider it if the Governing Body will provide a Resolution of Support. He stated that staff will be providing that Resolution of a future meeting.

Commissioner Kendra Wilkinson asked who would be paying for it.

City Manager Dillner stated that the State will be paying for the bridge and the area around it, the City will pay for the extension of the path to Jason Drive.

City Engineer Scott Rickard stated that there are funding opportunities available.

Commissioner Leon Leachman asked if they were doing both bridges at the same time.

EL DORADO CITY COMMISSION MEETING

August 21, 2023

City Manager Dillner stated that it was in the beginning of planning, so it would likely happen after the others.

City Engineer Rickard stated that the bridge work on Main will not be the same as last time, because it is a realignment project, traffic will continue on the current lanes as normal.

City Manager Dillner stated that there was a delay, but they anticipate tearing down the old concession/restroom facilities soon, scoreboards have been delivered and will be installed soon, and the turf project is moving along.

City Manager Dillner stated that the pre-construction meeting for the airport is, tomorrow August 22 and that project is scheduled to start the second week of September.

City Manager Dillner stated that the nutrient trading project is happening and they will be planting on 500 acres this fall to help with this program. He stated that private investment is expected to increase to about \$450,000 over the next few years, and as that increases, the cost to the City will decrease.

City Manager Dillner stated that the Building Official, Scott Pechin, unexpectedly passed away over the weekend and asked the community to give the Engineering Department some grace while they consider how to move forward. He stated that our thoughts and prayers are with Scott's family.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:06 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

August 30, 2023

The El Dorado City Commission met in special session on August 30, 2023 at 5:00 pm at 220 E 1st Avenue with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, City Manager David Dillner, and Administration Director Tabitha Sharp. Absent: Commissioner Gregg Lewis and City Attorney Ashlyn Lindskog

VISITORS

Mike Holton	128 N Vine	El Dorado, KS
Kevin Wishart	220 E 1 st Ave	El Dorado, KS
Jason Patty	220 E 1 st Ave	El Dorado, KS
Brad Meyer	220 E 1 st Ave	El Dorado, KS
Gene Ehrlich	220 E 1 st Ave	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Ben Mabry	PEC	Wichita, KS
Kyle Kelsey	PEC	Wichita, KS

CALL TO ORDER

Mayor Bill Young called the August 30, 2023, Special City Commission meeting to order at 5:00 p.m.

WORK SESSION DISCUSSION ITEMS

DOWNTOWN STORMWATER PROJECT

City Manager David Dillner and City Engineer Scott Rickard stated that over the course of the design process for the Central Avenue Project, they discovered the need to include an additional storm sewer pipe.

Ben Mabry, PEC, reviewed the models.

Commissioner Kelly Tetrick asked what the cost would be if they waited to do the Gordy project by itself.

Ben Mabry, PEC, stated that he would estimate ten to twenty percent more.

City Manager Dillner reviewed the costs of the project. He stated that including the Gordy portion, will increase the cost by approximately \$1.4 million.

After discussing it further, the Commission decided to move forward with getting more information on the project.

BUDGET DISCUSSION

City Manager David Dillner reviewed the proposed mill levy that will be presented for approval at the upcoming budget hearing.

REGULAR AGENDA PREVIEW

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

COMMISSION REPORTS

There was no report.

CITY MANAGER REPORT

City Manager David Dillner stated that the public hearing for the Walnut River Bridge project is Thursday evening.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:00 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

RESOLUTION NO. 2968

A RESOLUTION TEMPORARILY EXEMPTING CERTAIN PORTIONS OF THE CITY OF EL DORADO, KANSAS FROM THE PROHIBITIONS ON THE DRINKING OR CONSUMPTION OF ALCOHOLIC LIQUOR AND/OR CEREAL MALT BEVERAGE WITHIN THE CORPORATE LIMITS OF THE CITY OF EL DORADO, KANSAS

WHEREAS, Walnut River Brewery plans to host the El Dorado Main Street Cornhole Tournament, including: live music and food; and

WHEREAS, Walnut River Brewery is requesting to host bar service including alcoholic liquor located in the area identified in the map in Appendix A and permit authorized by this resolution; and

WHEREAS, K.S.A. 41-719 and the El Dorado Municipal Code Section 4.28 prohibit the drinking or consumption of alcoholic liquor or cereal malt beverage on public property within the city; and

WHEREAS, K.S.A. 41-2645 and the El Dorado Municipal Code Section 4.28 authorizes the City of El Dorado, Kansas to exempt, by ordinance specified property, from the prohibition on the drinking or consumption of alcoholic liquor or cereal malt beverage on public property; and

WHEREAS, this resolution does not authorize the possession or consumption of alcoholic liquor or cereal malt beverage outside the confines of the event; and

WHEREAS, the City of El Dorado, Kansas desires to temporarily exempt the area identified in the diagram attached to the permit authorized by this Resolution from the above-referenced prohibitions on the drinking or consumption of alcoholic liquor on public property between the hours of 9:00 a.m. and 3:00 p.m. on October 21, 2023 so long as there is strict compliance with the laws and regulations of the State of Kansas, the City of El Dorado, Kansas Municipal Code, and the terms and conditions of this Resolution and any temporary permit issued pursuant hereto.

ADOPTED by the City Commission of El Dorado, Kansas, on the 5th day of September, 2023.

SIGNED by the Mayor, this 5th day of September, 2023.

Bill Young
Mayor

Attest:

Tabitha D. Sharp
City Clerk

Appendix A



TO: City Commission
FROM:
SUBJ: Police Department Body Cameras
DATE: September 5, 2023

Background:

The Police Department's body cameras are currently failing at a rapid rate. These cameras are eight years old this year. The department has been replacing these cameras as they fail with new ones, which is not cost-effective.

The Police Department proposes purchasing twenty-seven Wolfcom body cameras, including the software and server.

Attachments:

1. El.Dorado.PD.KS_27-CMDR.30TB.5-YR_WOLFCOM-SQ-00012683

Policy Issue:

Should the City allocate resources to replace the Police Department's body camera system? It is a prudent practice for municipal governments to schedule the replacement of critical infrastructure needed to provide public services to the community. Further, **Strategy 5.1.4** of the Comprehensive Plan states that the City should "provide a plan for apparatus/equipment acquisition and replacement on a scheduled basis." The Police Department has come to rely on the video footage captured by body cameras as a means of collecting evidence and reducing the potential for liability. Therefore, body cameras are considered as critical infrastructure for law enforcement.

Fiscal Impact:

The cost of replacing the current body camera system is \$64,000, which covers five years. This upfront expense will be paid from "savings" resulting from the department's vacancies during this past year. At the end of the five-year term, the Police Department would have the opportunity to continue the contract on an annual basis at a cost of \$6,700 per year. This expense would be absorbed by the Police Department's annual operating budget.

Trade-offs:

Effective law enforcement in the modern era requires body cameras. Body cameras not only serve as evidence for cases, but they also mitigate liability by providing a means of affirming police behavior when questioned by an offender or the public. The purpose of body-worn cameras is to capture police-community member interactions, and the footage captured can be an invaluable tool for officers, prosecutors, and others in processing evidence and in the ability to provide a level of transparency with outside parties that was previously unachievable.

Staff Recommendation:

Staff recommends upgrading the body camera system from Patrol Eyes to Wolfcom. Wolfcom would allow the Police Department to store video footage on an in-house server that is included in the Wolfcom system. It comes with a two-year, no-fault warranty on each camera and a three-year replacement plan for each camera, with a two-year remaining warranty on each camera at the end of the five-year term.

Commission Action:

Commissioner _____ moved to authorize the purchase of a body camera system as proposed by the Police Chief.

Commissioner _____ seconded the motion.



WOLFCOM®

"Because Cops Deserve the Best"

www.WolfcomUSA.com

QUOTE

SQ-00012683



Customer Name El Dorado PD
Customer Address Line 128 N Vine St.
Customer City El Dorado
Customer State/Region KS
Customer Country United States

Created By Marko
Quote Date 07/14/2023
Expires 08/14/2023
Tax ID Number 90-0116535
DUNS Number 185957425
Cage Code 722M6

Image	Item Code	Description	Comments	Qty	Sales Price	Discounted Pr	Total
	0016	Commander Smart Body Camera System.	1st Year BWC 3-Year No Fault Warranty Includes 25% Discount or \$5,400 OFF	27.00	799.00	599.25	16,179.75
	0091	Commander 3rd Year Free Body Camera	FREE 3rd Year BWC \$21,600 Discount 2 Year No Fault Warranty	27.00	799.00	0.00	0.00
	0017	Commander: 8-slot Docking Port	Charges up to 24 BWCs	3.00	700.00	630.00	1,890.00
	0134	UPS (Universal Power Supply)	Free for 8-Port Docks	1.00	99.00	0.00	0.00
	0119	WOLFCOM 30TB (Useable) Raid Storage Server w/ 5-Year Warranty.	Includes Redundancy w/ Backup Recovery Hard Drives	1.00	9,000.00	9,000.00	9,000.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year 1	27.00	250.00	250.00	6,750.00

	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year 2	27.00	250.00	250.00	6,750.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year 3	27.00	250.00	250.00	6,750.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year 4	27.00	250.00	250.00	6,750.00
	0009	WEMS WOLFCOM Evidence Management Solution System Basic Video Redaction is included FREE in all WEMS Licenses	Year 5	27.00	250.00	250.00	6,750.00
	0061	Commander Notation System. Playback, Review, Tag, Classify and enter both Voice and Text Notations to videos and photos. Syncs to WEMS	90-Day FREE Trial-available	27.00	99.00	0.00	0.00
	0043	MDT-Mobile Client Software installed in your vehicles to Tag, Classify, & Notate BWC video footage. Saves you thousands of dollars per year in Overtime Pay. \$99 per year per vehicle. Cancel anytime.	90-Day FREE Trial available	27.00	50.00	0.00	0.00
	0081	Technical Support Plan Includes FREE Technical Support during your WEMS activation period. Covers any assistance with WEMS, COPS, ASR, Body Cameras, and Training, Does not cover Data Migration or Backup Recovery Requests.	5 Year coverage	5.00	1,200.00	0.00	0.00
	0084	Training	Remote Anytime Training	1.00	1,500.00	0.00	0.00
	0121	No Fault Warranty.	On BWCs Only (5-Year Total), excluding clips and accessories. 1st batch of BWCs' warranty expires upon shipment of the 2nd batch of the BWCs.	27.00	199.00	0.00	0.00



0160	RMA Forward Program	FREE 5-Year Coverage Plan of our Warranty Exchange	5.00	495.00	0.00	0.00
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0019	Commander: Commander Battery		4.00	45.00	45.00	180.00
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Shipping	Price
Shipping	677.00

Sub Total	60,999.75
Shipping	677.00
Tax Total	0.00
Total	61,676.75

Comments: This is a complete On-Premises 27-Officer Commander body camera package that that covers you for 5 years. It includes the full version of our Web-based CJIS Compliant WEMS Enterprise to manage your digital evidence, which also come with unlimited redaction for all authorized users. Also included is FREE Technical Support, Maintenance, and Online (Remote) Training and 90-day free trial for our Commander Notation App.

You will receive 27 Commander body cameras in your first year, and another 27 FREE Commander body cameras in your third year. This will give you a total of 54 Total Commanders for your 27 Officers within the first 3 Years. Each BWC shipment is on a 2-3 Year No Fault Warranty, or 5 Year No Fault Warranty together.

We have upgraded your storage to a 30TB Raid Server which includes backup recovery hard drives. 30TB is enough storage for any 30-Officer Agency with an Average retention policy of 12 months.

Note: Optional recommended feature not included in this quote is the COPS (Commander Online Platform System) with an SOS Lifesaving feature that will send live video and GPS location to Dispatch from an Officers body camera when he/she presses the SOS button on the camera. With COPS you'll be able to Text, Stream Live Video, Track the location of each officer, and have PTT Push to Talk capability between body cameras and dispatch. Please reach out to your Account Manager should you want this feature to be added.

By signing below, you are officially placing your order and agree to the terms set forth below. WOLFCOM Enterprises (WOLFCOM®, we, us, or our) and the agency you represent, agree to all terms of the agreement effective on the date below. Hardware means all body cameras, workstations, servers, docking stations and does not include accessories such as cables, mounts, clips, or attachments.

1. **Payment:** Payment is due within 30 days of receipt of the products. A 2% late payment fee will be applied each month after the first 30 days.
2. **Made to Order:** This quotation will be made to order and is considered customized work that is tailored to your specific agency. All sales are final on all customized orders.
3. **Backup recovery:** if you did not purchase backup & recovery (on-premises storage only) with this order then you understand that in the event of a disaster, fire, flood, theft, hard drive failure, etc., your data may be unrecoverable. WOLFCOM is not responsible for lost data. We recommend purchasing backup and recovery with your order.
4. **Warranties:** The minimum warranty period for all hardware is 12 months unless otherwise stated and is non-transferable. We will repair or replace hardware with new or refurbished units at our discretion. Refurbished units may contain scratches or dents equivalent to the units we are replacing. For warranty/repair service, you agree to pay shipping cost to us, and we will cover the cost back to you. Damage to hardware USB ports is not covered under warranty.
5. **Acceptance:** You agree to purchase our products with its current specifications, features and functions. Any expectation beyond its current abilities are not grounds for a refund and will be accepted as feedback. Any expectation or requirement for our products to perform beyond its capability or any request or demand to change or upgrade the product, it's firmware, or any features and functions will be considered "Customized Work" and we will provide a quotation to you requiring full payment in advance to begin work

By signing below, I hereby swear that I have full authority to sign this agreement on behalf of my Agency.

I understand that the full and complete text of WOLFCOM's Warranties & Return policy can be found at www.WolfcomUSA.com/wolfcom-return-policy

Agency Name: _____ v

Signature: _____ **Title:** _____

Print Name: _____ **Purchase Order Number (Optional)** _____

TO: City Commission
FROM:
SUBJ: Supplemental Design Services Agreement with PEC for Gordy Street Stormwater Improvements
DATE: September 5, 2023

Background:

PEC submitted a supplemental agreement to expand design services for stormwater improvements on Gordy Street and proposed "bulb-outs" at the intersections of First Avenue and Main Street and Pine Street and Main Street. Once designed, these projects would be let to bid with the Central Avenue Improvement Project. The City Commission will decide whether to proceed with the scope additions after bids have been received.

The Gordy Street Storm Sewer Project will significantly decrease the potential for flooding in the downtown district when combined with the Central Avenue Improvement Project. The "bulb-outs" would serve as a traffic calming measure and improve pedestrian accommodation in the downtown district. Presently, the conceptual estimate for the Gordy Street Stormwater Project is \$1.4 million and the "bulb-outs" is \$285,000.

Supplemental Modification of the Original Scope:

- 1. Additional Field Survey and Civil Engineering Design for the construction of bulb-out improvements at the intersection of 1st and Main and Pine and Main (as shown in exhibit SA-1).*
- 2. Additional Field Survey and Civil Engineering Design for roadway and storm sewer improvements along Gordy Street from Central to 2nd (as shown in Exhibit SA-1).*
- 3. Additional Civil Engineering Design for roadway improvements (pavement mill and overlay) along Central Avenue from Denver to Griffith.*

Project Schedule

Preliminary Plans - October 2023
Final Plans - February 2024
Construction - Spring/Summer 2024

Attachments:

1. 217029-012 - SA1 and Exhibit SA1_

Policy Issue:

Should the City Commission authorize an expansion of the design services to complete preliminary engineering for the Gordy Street Stormwater Project and downtown "bulb-outs" at the intersections of First Avenue and Main Street and Pine Street and Main Street?

Fiscal Impact:

The original design contract cost for the Central Avenue Improvement Project was \$349,500. This supplement agreement will increase the design services by \$155,500, making the new design contract amount \$505,000. These expenses will be paid from BASE Grant funds. The City will develop and refine its finance plan for the improvements as cost estimates are updated and the projects are bid. It is likely the City will require grant funds and local funds, including long-term financing to proceed with the projects. At this time, the City does not know the impact of the projects on the mill levy or other operational revenues.

Trade-offs:

The City will not be able to fully understand the cost of the projects if the design does not continue and alternate bids are received from contractors. By continuing with design services, the City can decide whether to proceed with the projects as part of the Central Avenue Improvement Project or if it should plan for these projects in the future.

Staff Recommendation:

Staff recommends approving the supplemental agreement and authoring the City Manager to execute the agreement with PEC.

Commission Action:

Commissioner _____ moves to accept the Supplemental Agreement with PEC for design services on the Gordy Street Improvement Project and authorize the City Manager to execute it.

Commissioner _____ seconded the motion.

June 1, 2023

Mr. Scott Rickard
City of El Dorado
220 E. First
El Dorado, KS 67042

Reference: Project Name: Central Avenue Water, Storm Sewer and Roadway Improvements
Supplemental Agreement No. 1
Original Contract Date: 09/28/2022
PEC Project No. 35-217029-012-0347

Dear Mr. Rickard:

This Supplemental Agreement with Professional Engineering Consultants, P.A. (PEC) modifies the referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

1. Additional Field Survey and Civil Engineering Design for the construction of bulb-out improvements at the intersection of 1st and Main and Pine and Main (as shown in exhibit SA-1).
2. Additional Field Survey and Civil Engineering Design for roadway and storm sewer improvements along Gordy Street from Central to 2nd (as shown in exhibit SA-1).
3. Additional Civil Engineering Design for roadway improvements (pavement mill and overlay) along Central Avenue from Denver to Griffith (as shown in exhibit SA-1).

B. Time of Performance:

1. PEC and CLIENT anticipate design duration to complete construction documents will be approximately eight (8) months after receiving authorization to proceed.

C. Payment Provisions:

1.	Original Contract Amount:	\$	349,500.00
2.	Net change by previous Supplemental Agreement(s):	\$	0.00
3.	The contract amount will decrease by this Supplemental Agreement:	\$	<u>155,500.00</u>
4.	The new contract amount including this Supplemental Agreement:	\$	505,000.00

D. Authorization to Proceed:

1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Benjamin M. Mabry, P.E.
VP Municipal Transportation Engineering

KJK:mmm

ACCEPTED:

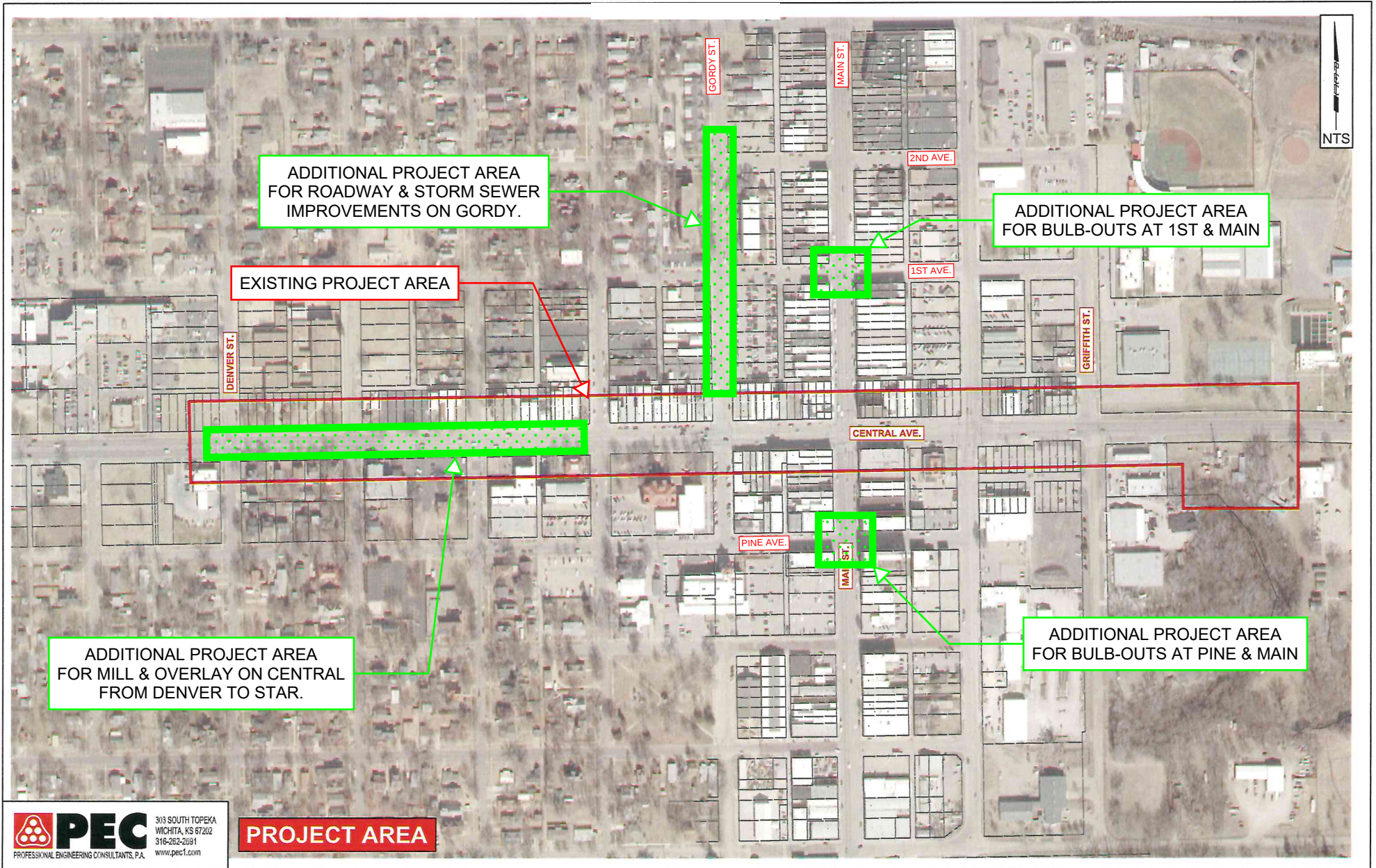
CITY OF EL DORADO

By: _____

Title: _____

Date: _____

EXHIBIT SA -1



TO: City Commission
FROM:
SUBJ: First Amendment to the Installment Contract for Deed with Prairie Trails Golf, LLC,
dated December 11, 2020
DATE: September 5, 2023

Background:

In December 2020, the City Commission approved an agreement with Prairie Trails Golf, LLC concerning the sale of Prairie Trails Golf Course. The golf course was owned by the City of El Dorado, and the City desired to sell the course to reduce the operating budget of the City while still providing the community with a golf course. Prairie Trails Golf, LLC operated the golf course for a few years before requesting assistance from the City. After negotiations, the City and Prairie Trails Golf, LLC agreed to amend the existing purchase agreement to accommodate some of Prairie Trails Golf, LLC's request. The main points of the agreement include:

- The Prairie Trails Golf Course will continue to be privately owned and operated by Prairie Trails Golf, LLC.
- The City feels that requesting a change to the financing terms is akin to refinancing and subject to modification of the underlying repayment terms. To that end, the City will agree to extend the term of the mortgage to ten years with new financing terms. The monthly payment will decrease from \$2,000 to \$1,000. The City will honor the zero percent interest rate until the end of the original five-year mortgage and then assess a risk-adjusted interest rate on the remaining balance through to the end of the new financing period.
- The City will have the ability to conduct a preliminary inspection of the golf course to ascertain and document its current condition. The City's staff will recommend course improvements that will be incorporated into a written improvement plan to be reviewed and considered by the City Commission. Following approval of the plan by the governing body, the City shall have the right to conduct periodic inspections of the golf course to determine if improvements are proceeding as planned.
- The City will provide a maximum of 25 million gallons of raw water per year to Prairie Trails Golf, LLC at no charge (valued at \$10,500 annually). Any water use above this amount will be billed at the current raw water rate of \$0.42 per 1,000 gallons. Prairie Trails Golf, LLC will pay all other applicable fees for water provided to the course for its operations.
- The City will provide funds to reimburse Prairie Trails Golf, LLC for capital investments to improve the golf course. Such projects must be included in a written course improvement plan that will be approved by the City prior to the disbursement of funds. The City will require documentation (i.e., receipts and paid invoices) for the improvements and will conduct an inspection of the improvements prior to reimbursement. The amount available for reimbursement will not exceed \$50,000 in any calendar year and will be subject to approval by the City Commission.
- The City will continue to pay any property taxes levied against the real estate holdings of Prairie Trails Golf, LLC in El Dorado, and used exclusively for golf purposes as long as current ownership remains in place. The amount of participation in property taxes will not exceed \$50,000 in any calendar year.
- The City reserves its "right of first refusal" described in the Purchase Agreement between the City of E Dorado and Prairie Trails Golf, LLC, dated December 11, 2020. In addition to these provisions, Prairie Trails Golf, LLC agrees that the City shall have the right to approve any proposed sale of the golf course as a condition of closing.

- The City will maintain Country Club Lane from County Club Road to the golf course's parking lot. Such maintenance shall not be at the expense of Prairie Trails Golf, LLC, or adjacent property owners.
- The City shall be able to request rounds of golf for official City business at no charge to the City at the request of the City Manager. These "golf privileges" shall be limited to twenty eighteen-hole rounds of golf with carts per year. No other privileges, such as food or drink, shall be included with this provision.
- The "beneficial provisions" included in Sections 4, 5, and 6 are subject to satisfactory performance by Prairie Trails Golf, LLC. The City reserves the right to revoke any and all incentives offered to Prairie Trails Golf, LLC if the City determines that improvements to the golf course are not being made to its satisfaction.
- The City will provide Prairie Trails Golf, LLC with documentation of its inspections and will provide a cure period to remedy any deficiencies before suspending the proposed incentives. The City may exercise its rights under the Purchase Agreement dated December 11, 2020, as amended, should Prairie Trails Golf, LLC fail to remedy identified deficiencies within the agreed-upon cure period.
- Prairie Trail Golf, LLC agrees to provide the City with its quarterly financial statements and operating statistics.

Attachments:

1. Amendment to Installment Contract for Deed_Prairie Trails Golf_DRAFT

Policy Issue:

Should the City provide public support to a private entity to support the operations of the golf course? The City Commission prioritized the need to preserve a golf course in El Dorado. By providing public support to Prairie Trails Golf, LLC, the City will ensure that golf remains a recreational opportunity for residents and visitors while limiting the City's financial obligations to the golf course. The golf course has no direct competition in the community, so providing public support does not create an unfair market condition whereby the City directly or indirectly competes with other golfing opportunities.

The City has provided economic development incentives to private entities in order to achieve priorities deemed to be in the interest of the community. The direct support provided to Prairie Trails Golf, LLC is very similar to these incentives because it supports a business activity that has been deemed to be a priority of the City. Several of the incentives offered to Prairie Trails Golf, LLC are limited to a maximum amount and there is a potential that the total amount paid to Prairie Trails Golf, LLC will be less than this ceiling. In addition, the ceiling limits the City's financial exposure, whereas direct ownership by the City would have limitless exposure in order to make the operation viable.

Fiscal Impact:

The amendment limits the City's financial exposure to the golf course at \$110,500, while public ownership and operation would likely cost upwards of \$250,000 to \$300,000 annually. The City was subsidizing the golf course operation with revenue from the General Fund equivalent to about 2.5 mills of property taxes. The financial support to Prairie Trails Golf, LLC will cost less than the total amount of resources the City would have to allocate to the golf course under direct ownership. While the golf course is owned and operated by a private entity, a public-private partnership ensures the golf course has adequate resources to continue its operations without requiring direct public ownership. The resources that would otherwise be allocated to the golf course may be allocated to other priorities of the municipal government.

Trade-offs:

Prairie Trails Golf, LLC has indicated that they may request a release of the City's first right of refusal to purchase the golf course as a means of moving forward with a potential sale to recover the investment in the golf course. The City would have the opportunity to execute its right to repurchase Prairie Trails Golf Course and operate it as a municipal golf course or it could release its rights and grant Prairie Trails Golf, LLC the ability to sell the property either as a golf course or for another use. The City Commission has expressed a desire to preserve a golf course for the community, so providing financial support ensures that a golf course will continue in El Dorado or it could re-enter the municipal golf business.

Staff Recommendation:

The City Manager recommends approval of the amendment to the Installment Contract with Prairie Trails Golf, LLC.

Commission Action:

Commissioner _____ moved to approve the First Amendment to the Installment Contract for Deed with Prairie Trails Golf, LLC, dated December 11, 2020, and authorize the Mayor to execute said Agreement.

Commissioner _____ seconded the motion.

**FIRST AMENDMENT
TO THE INSTALLMENT CONTRACT FOR DEED DATED DECEMBER 11, 2020**

This FIRST AMENDMENT TO THE INSTALLMENT CONTRACT FOR DEED DATED DECEMBER 11, 2020 (the “**First Amendment**”) is made and entered into as of this ____ day of September, 2023 (“**Amendment Effective Date**”), by and between Prairie Trails Golf, LLC, a limited liability company of the State of Kansas (hereinafter, “**Purchaser**”), and the City of El Dorado, Kansas, a municipal corporation of the State of Kansas (hereinafter, “**City**”).

WHEREAS, pursuant to an INSTALLMENT CONTRACT FOR DEED DATED DECEMBER 11, 2020, between Purchaser and the City (the “**Original Agreement**”), Purchaser purchased the Prairie Trails Golf Course and Facilities (collectively the “**Property**”), as defined in the Original Agreement, from the City.

WHEREAS, Purchaser now desires, and City is agreeable to, amending certain terms of the Original Agreement, in accordance with the provisions of this First Amendment.

NOW THEREFORE, in consideration of the premises and the performance of the covenants set forth in the Original Agreement and herein contained, the parties agree as follows:

1. **Purchaser to Continue Ownership.** The parties agree that the Property will continue to be privately owned and operated by Purchaser.
2. **Terms of Financing.** Purchaser’s monthly installment payments shall be reduced to One Thousand Dollars (\$1,000.00) per month, and the total term of the installment payment period shall be extended to ten (10) years, or One-Hundred Twenty (120) months. To effectuate these changes, Section 2.b. of the Original Agreement shall be amended as follows:

2. **Terms of Financing.** The Purchaser will make the payments in the following manner:

- b. The balance of the Purchase Price in the amount of Four Hundred and Fifty Thousand Dollars (\$450,000.00), minus the total of all full or partial installment payments already made by Purchaser under the terms of the Original Agreement through the date of this First Amendment, paid in monthly installments of One Thousand Dollars (\$1,000.00) per month, at a zero percent (0%) rate of interest on the remaining balance, paid by Purchaser to City on or before the 15th day of each month, beginning the first full month after the Amendment Effective Date, for the each of the remaining months of the first sixty (60) months following the Closing Date of the Original Agreement (“**Original Installment Term**”). Thereafter, beginning with the sixty-first (61st) month after the Closing Date of the Original Agreement (December 2025), Purchaser shall make monthly installment payments of One Thousand Dollars (\$1,000.00) per month, paid by Purchaser to the City on or before the 15th day of each month, for an additional sixty (60) months following the end of the Original Installment Term (the “**Extended Installment Term**”). Throughout the duration of the Extended Installment Term, interest shall be assessed on the remaining balance at a rate of 5%. The entirety of the remaining balance plus of the Purchase Price plus interest shall be payable in full by Purchaser on or before November 30, 2030.

3. **Property Taxes.** Section 3 of the Original Agreement shall be amended as follows:

3. **Property Taxes.** On and after Closing (of the Original Agreement), and continuing through the end of the Extended Installment Term described in this First Amendment or until such time as the entire balance of the Purchase Price is paid in full, the City agrees to pay, up to a maximum of Fifty Thousand Dollars (\$50,000.00) in any calendar year, all ad valorem taxes for the Property and any other ad valorem taxes for any other real estate holdings of Purchaser that are used exclusively for golf purposes in the City of El Dorado, Kansas, so long as Prairie Trails Golf, LLC continues to own any such properties.

4. **Raw Water.** Section 10 of the Original Agreement shall be amended as follows:

10. **Raw Water.** Beginning on the Amendment Effective Date, the City will provide to Purchaser a maximum of twenty-five million (25,000,000) gallons of raw water per year at no charge. The number of gallons of raw water provided at no charge during the remainder of the year this First Amendment is executed, shall be prorated based on the number of days remaining in the year after the Amendment Effective Date, based on a 365-day calendar year. Any water use by Purchaser above this amount in any year will be billed to Purchaser at a rate of \$0.42 per 1,000 gallons. Purchaser will pay all other applicable fees associated with the water provided to Purchaser for the Property and golf course operations.

5. **Property Improvements.**

- a. **Preliminary Inspection; Written Course Improvement Plan.** Within sixty (60) days after the Amendment Effective Date, the City shall have the ability to conduct a preliminary inspection of the Property to ascertain and document its condition. Purchaser shall allow access to the City to all parts of the Property for the City to conduct such preliminary inspection. Within thirty (30) days after its preliminary inspection, the City will provide written recommended Property improvements to Purchaser. Within thirty (30) days after receipt of the written recommended Property improvements from the City, Purchaser shall provide to City a “**Written Property Improvement Plan,**” incorporating the City’s recommended Property improvements and any other reasonable improvements Purchaser deems appropriate for improvement of the Property and its operations. The Written Property Improvement Plan shall be reviewed by the City Commission, and shall be either approved or be denied and sent back to Purchaser with information on the reason(s) for denial and recommendations and instructions for making changes to the Written Property Improvement Plan. Purchaser may then make such changes and re-submit the amended Written Property Improvement Plan to the City Commission for review. This process shall continue until a Written Property Improvement Plan is approved by the City Commission.
- b. **Periodic Inspections.** After a Written Property Improvement Plan has been approved by the City Commission, the City shall have the right at all reasonable times to conduct periodic inspections of the Property to determine if improvements are proceeding in accordance with the Written Property Improvement Plan and in a manner satisfactory to the City. Within thirty (30) days after the date of any periodic inspection by the City, the City shall provide Purchaser with documentation of such inspection.

- c. **Improvement Reimbursements.** The City will reimburse Purchaser for up to Fifty-Thousand Dollars (\$50,000.00), in each calendar year of the First Amendment, for capital investments by Purchaser used to improve the Property, subject to the other terms and conditions of this Section 5 and the entire First Amendment. To be eligible to receive any reimbursement for capital investments to improve the Property, the improvements must be improvements that were approved by the City as part of the Written Property Improvement Plan. If Purchaser determines other or additional improvements would be beneficial to the condition and operation of the Property, which were not included in the initially-approved Written Property Improvement Plan, Purchaser may submit an “**Amended Written Property Improvement Plan**” to the City at any time during this First Amendment, and the Amended Written Property Improvement Plan must be approved by the City Commission prior to the start of any work to implement any improvements that were not included in the initially-approved Written Property Improvement Plan. Additionally, to obtain any reimbursement for improvements, after the improvements under the Written Property Improvement Plan or an Amended Written Property Improvement Plan are made, Purchaser must provide to the City all receipts, copies of paid invoices, and any other documentation related to the cost and payment for all labor and materials associated with the improvements, and the City shall be permitted to conduct its own inspection of the improvements. After such receipts, copies of paid invoices, and other documentation is provided by Purchaser and the City has inspected the improvements, the City will provide a reimbursement for the cost of the improvements (up to \$50,000.00 per calendar year), subject to approval by the City Commission. The maximum amount of reimbursement available during the remainder of the year this First Amendment is executed shall be prorated based on the number of days remaining in the year after the Amendment Effective Date, based on a 365-day calendar year.
6. **Conditions on Incentives.** The benefits to Purchaser contemplated in Sections 3, 4, and 5 of this First Amendment, including the payment of taxes by the City, the provision of certain amounts of water by the City at no charge to Purchaser, and the reimbursement for improvements by the City, (collectively, the “**Incentives**”), are subject to and shall be conditioned upon satisfactory performance by Purchaser of any approved Written Property Improvement Plan or Amended Written Property Improvement Plan and of Purchaser’s obligations under the Original Agreement and this First Amendment. If the City determines, in its sole discretion, that Purchaser’s performance in carrying out any approved Written Property Improvement Plan or Amended Written Property Improvement Plan is not satisfactory, the City will provide written notice to Purchaser with the documentation of the City’s inspection, specifying all identified deficiencies. The Purchaser shall have thirty (30) days from the date it receives such notice from the City to cure all the identified deficiencies to the satisfaction of the City, or, if some or all of the identified deficiencies are of a nature that they cannot reasonably be cured within thirty (30) days, the Purchaser must submit to the City its plan for curing such identified deficiencies and begin making diligent efforts to cure those identified deficiencies within the thirty-day period after receiving the notice of the identified deficiencies from the City. If Purchaser fails to cure or to provide a plan to cure and begin to cure the identified deficiencies, as the case may be, within thirty (30) days after receiving notice from the City of the identified deficiencies, the City may revoke one or more of the Incentives, and exercise any other rights and remedies the City has under the Original Agreement, the First Amendment, or at law or equity.
7. **Ownership and Operation.** Section 9 of the Original Agreement shall be amended as follows:

9. Ownership and Operation.

- a. Right of First Refusal if Purchaser Ceases to Operate Golf Course in Accordance With Terms of this First Amendment. Purchaser agrees that it will operate an eighteen-hole golf course on the Property following Closing of the Original Agreement. In the event that Purchaser is unable or unwilling to meet its obligations outlined in this First Amendment, or elects to discontinue operating a golf course, Purchaser agrees that the City shall have a first right of refusal to purchase the Property, as described herein and in the Original Agreement, at a purchase price equal to the Purchase Price described in Paragraph 1 of the Original Agreement and including any documented capital investments made to the Property. The purchase price for the first right of refusal shall adjust to the market value of the Property after the end of the Extended Installment Term or when the mortgage is paid in full, whichever occurs first. The City shall have thirty (30) days to exercise this option after it receives written notice of Purchaser's intention to cease operation of the golf course.
- b. Right of First Refusal if Purchaser Intends to Sell the Property. In the event Purchaser receives a bona fide offer from a prospective buyer to purchase the Property, which offer Purchaser intends to accept, Purchaser shall first transmit to the City, not less than sixty (60) days prior to the time the proposed sale is to be consummated, written notice (hereinafter referred to as the "Notice") by certified mail of its intention to make such sale of the Property. The Notice shall set out the terms and conditions of the intended sale, including the purchase price for the Property by the prospective buyer. The City shall have a right of first refusal to purchase the Property which shall be exercised, if at all, in writing within thirty (30) days of the date of the Notice from Purchaser. The City shall be entitled to purchase the Property at a purchase price equal to and upon the same terms and conditions as are set forth in the Notice. If the City does not exercise its rights to purchase the Property, the City shall have the right to approve or deny the sale to the third-party as originally proposed, as a condition to closing the sale to the third-party. If the City approves the sale to the third-party as originally proposed, such sale must occur upon the same terms and conditions set forth in the Notice, otherwise, the right of first refusal herein granted shall be reinstated to the City, and the right of the City to approve or deny the sale to the third party if the City does not exercise its right to purchase, shall also be reinstated to the City.

8. Purchaser's Financial Statements and Operating Statistics. Purchaser shall provide the City with its quarterly financial statements and operating statistics within ten (10) days after the end of each quarter of the year (it being agreed that the four quarters conclude at the end of March, June, September, and December).
9. Maintenance of Country Club Lane. The City shall maintain Country Club Lane from Country Club Road to the current location of the golf course parking lot (as of the Amendment Effective Date). Such maintenance shall be at no cost or expense to Purchaser or to any other adjacent property owners. The timing, methods, and extent of such maintenance shall be at the sole discretion of the City.

10. Golf for City Business. Purchaser shall provide up to twenty (20) eighteen-hole rounds of golf with golf carts per year to the City for use related to official City business, at no charge to the City. No other privileges, such as complimentary food or drink, shall be included with these rounds of golf.

11. Original Agreement in Effect. Except as amended or modified above, all other terms and conditions of the Original Agreement shall remain unchanged and in full force and effect, except to the extent they are inconsistent with the foregoing provisions of this First Amendment. Should any inconsistencies exist between this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each copy to be treated as an original, the day and year first above written.

PRAIRIE TRAILS GOLF, LLC

CITY OF EL DORADO, KANSAS

By: _____
Troy Palmer, Owner

Bill Young, Mayor

Attest:

Tabitha Sharp, City Clerk

Approved as to Form:

Ashlyn Lindskog, City Attorney

TO: City Commission
FROM:
SUBJ: Resolution in Support of Pedestrian Accommodations on the Walnut River Bridge Project
DATE: September 5, 2023

Background:

KDOT anticipates replacing the bridge traversing the Walnut River on 12th Avenue/NE Shady Creek Access Road in the next few years. The current design does not include pedestrian accommodation. Given the high use of the Walnut River Sports Complex and the proposed Butler County Event Center, the City and County support a design that includes pedestrian accommodation. The City and County will likely have to partner on pedestrian access to connect it to a pedestrian network that currently terminates at Jason Drive.

Attachments:

1. Resolution in Support of Bike Path 12th Ave Bridge

Policy Issue:

Should the City advocate in support of pedestrian accommodation in the design of the Walnut River Bridge Replacement Project? The City has placed a priority on bike and pedestrian access over the last several decades with the development of the El Dorado bike and pedestrian path. The Comprehensive Plan articulates several strategies to improve multimodal transportation options.

Strategy 2.2.4 states that the City should *"identify future alignment locations for bike lanes and multiuse paths and develop them as transportation facilities that can help provide viable transportation options."* **Strategy 2.2.5** states that the City should *"work with existing public transportation providers to expand available transportation services and identify funding opportunities to improve transportation choices."*

Fiscal Impact:

There is no cost to the City to advocate for pedestrian access on the proposed Walnut River Bridge Replacement Project, although KDOT will likely request that the City and/or County facilitate the development of a bike and pedestrian path to connect to pedestrian accommodations designed and constructed on the proposed project. A very high-level cost estimate suggests that a bike and pedestrian path would cost \$300,000 from Jason Drive to the bridge and another \$206,000 from the bridge to the Walnut River Sports Complex for a total investment of \$506,000. The City would work with the County on this project and would identify and apply for grant funds to help reduce the cost. Presently, bike and pedestrian improvements along 12th Avenue are not planned in the City's Capital Improvement Plan.

Trade-offs:

KDOT will likely not include pedestrian access on the Walnut River Bridge Replacement Project if the City and County do not support such access. Both entities will need to partner on the development of pedestrian access to the bridge and then to the sports complex in order to demonstrate their commitment to safe bike and pedestrian access. Without these accommodations, there will not be a safe way for pedestrians and bicyclists (especially young bicyclists) to access the sports complex or the proposed Butler County Event Center.

Staff Recommendation:

The City Manager recommends approving the resolution supporting pedestrian accommodations on the project with the understanding that the City will need to begin to facilitate a discussion on

improvements to connect to the bridge project.

Commission Action:

Commissioner _____ moved to approve a Resolution in Support of Pedestrian Accommodations on the Walnut River Bridge Project.

Commissioner _____ seconded the motion.

RESOLUTION IN SUPPORT OF PEDESTRIAN ACCOMMODATIONS ON THE WALNUT RIVER BRIDGE PROJECT

WHEREAS, the City of El Dorado's ("City") Walnut River Sports Complex ("the Complex") serves as a vital hub for community sports and recreational activities, featuring baseball/softball fields, soccer fields, and flag football fields;

WHEREAS, the Complex is a cherished destination that caters to both residents and visitors, fostering physical well-being and camaraderie through organized recreation opportunities;

WHEREAS, the safety and convenience of pedestrians, including children, accessing the Complex remains a paramount concern to the City;

WHEREAS, the existing infrastructure lacks a safe and efficient means for pedestrians to travel between the Complex and the City's bike and pedestrian system, impeding the accessibility and connectivity of these valued community resources;

WHEREAS, it is imperative to address these concerns by implementing measures that promote pedestrian safety and enhance accessibility;

WHEREAS, the Kansas Department of Transportation's ("KDOT") proposed bridge replacement project, referred to as KDOT Project Number 900-8 KA-6474-01, offers a unique opportunity to establish a pedestrian-friendly connection between the Complex and the City's bike and pedestrian system;

WHEREAS, extending a bike and pedestrian path along 12th Avenue from Jason Drive to the proposed project, and subsequently from the project to the Complex, will substantially improve the safety and ease of pedestrian travel along this corridor;

WHEREAS, the El Dorado Parks Master Plan envisions a substantial expansion of the Complex and Butler County is proposing the construction of an event center near the Complex, further emphasizing the need for enhanced pedestrian connectivity; and

NOW, THEREFORE, be it resolved by the City Commission of the City of El Dorado, Kansas:

1. The City Commission hereby supports and encourages the design modifications of the KDOT 12th Avenue Bridge Replacement Project to include a ten-foot multi-use path/sidewalk constructed integral with the bridge on the north side to connect with the City's existing path system. This path would provide pedestrian and bicycle access to the existing ballparks and proposed multi-purpose event center.
2. The City of El Dorado hereby expresses its strong support for incorporating pedestrian accommodations as an integral part of the proposed Walnut River Bridge Replacement Project.

3. The City recognizes the importance of providing a secure means of pedestrian transport for residents and visitors accessing the Complex and the El Dorado State Park.
4. The City Commission acknowledges the concerns raised by parents and community members regarding the safety of children walking or biking to practices and games at the Complex.
5. The City of El Dorado is committed to ensuring the safety and convenience of all pedestrians and pledges to allocate future resources to extend the bike and pedestrian path along 12th Avenue from Jason Drive to the proposed bridge and subsequently from the bridge to the Complex.
6. The City encourages collaboration with relevant agencies, stakeholders, and community members to realize the vision of an interconnected pedestrian and bike-friendly route that fosters community engagement, well-being, and accessibility.

ADOPTED this 5th day of September 2023.

CITY OF EL DORADO, KANSAS

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk