



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
April 7, 2025 - 5:30 PM

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

Proclamations and Recognition

- 5.** Child Abuse Prevention Month Proclamation
- 6.** Fair Housing Month 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 Emerald Ashlock 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.

- 7.** El Dorado Inc 1st Quarter Report

Public Comments. Persons who wish to address the City Commission regarding any matter that is under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters, matters pending in court, and land use matters are not permitted. Land use Public Hearings are held during Planning Commission meetings.

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

- 8.** City Commission Meeting Minutes from March 3, 2025, and City Commission Meeting Minutes from March 17, 2025.

Old Business

New Business

- 9.** Consideration of a Resolution Approving a Wholesale Water Contract Between the City of El Dorado, Kansas, a Municipal Corporation, and Butler Rural Water District 1.
- 10.** Consideration of an Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating an Additional Common Consumption Area for 703 South Main Street, El Dorado, Kansas 67042.

11. Consideration of an Ordinance of the City of El Dorado, Kansas, Municipal Code Amending Title 6 pertaining to Animals.

Discussion Items

Reports

12. City Commission and Advisory Board Updates
13. City Manager

Adjournment

14. Consideration of a motion to adjourn



PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, every family and child is filled with tremendous promise, and we all have a collective responsibility to prevent Adverse Childhood Experiences, foster the potential of every child, and promote positive childhood experiences; and

WHEREAS, positive childhood experiences (PCEs)—such as loving caregivers and safe, stable, and nurturing relationships—play a vital role in helping children thrive by mitigating trauma and the negative impact of adverse childhood experiences (ACEs); and

WHEREAS, families who receive the support they need before a crisis occurs are better equipped to provide safe, healthy, and nurturing environments, leading to children who are safer, healthier, and more hopeful about their futures; and

WHEREAS, childhood trauma, including abuse and neglect, can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations; and

WHEREAS, primary prevention of child abuse and neglect can reduce the lifetime economic burden associated with child maltreatment; and

WHEREAS, strengthening families through access to concrete economic, social, and community-based supports reduces the likelihood of abuse and neglect and ensures children have the foundation for lifelong well-being; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, investments in prevention initiatives—such as home visiting programs, family-strengthening policies, economic supports, and community-based child abuse prevention efforts—are essential to building safer, healthier communities for children and families; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Bill Young, Mayor of the City of El Dorado, Kansas, do hereby proclaim April 2025 as

CHILD ABUSE PREVENTION MONTH

in the City of El Dorado, Kansas, and urge all citizens to join in this observance by resolving to end child abuse, and by making ourselves aware of child abuse and how it affects our community. Together, we can create a state where every child can grow up happy, healthy, and safe with hope for their future.

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 7th day of April 2025.

Seal

Mayor Bill Young

Emerald Ashlock, City Clerk

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of El Dorado is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved,

I, Bill Young, Mayor of the City of El Dorado, Kansas, do hereby proclaim the month of April as

FAIR HOUSING MONTH

And express the hope that this year’s observance will promote fair housing practices throughout the City.

Dated this 7th day of April 2025.

Seal

Mayor Bill Young

Emerald Ashlock, City Clerk

EL DORADO CITY COMMISSION MEETING

March 3, 2025

The El Dorado City Commission met in a regular session on March 3, 2025, at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Syndee Scribner, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner Absent:

VISITORS

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Sam Cooper	Management Intern	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Wendy McPhillips		El Dorado, KS
Ashlyn Lindskog	City Attorney	El Dorado, KS
Greg Mudd	El Dorado Chamber	El Dorado, KS
Dan Demo		El Dorado, KS
Joyce Demo		El Dorado, KS
Scott Stueven	Butler County EMS	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the March 3, 2025, meeting to order.

INVOCATION

Commissioner Leon Leachman opened the meeting with invocation.

PLEDGE OF ALLEGIANCE

The Grandview Elementary Kindergarten classes led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read the Severe Weather Awareness Week Proclamation.

PERSONAL APPEARANCE

Mayor Bill Young opened the floor for Personal Appearances.

El Dorado Police Chief Mike Holton and Deputy Chief Scott Steuven on Butler County EMS provided an update on the El Dorado Community Coalition and the use of the Opioid Settlement Fund.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Members of the community expressed their support for the bicycle trails area off 8th Ave.

Greg Mudd, Director of El Dorado Chamber, stated that he wanted to thank the City members that were at the Annual Chamber Dinner.

Mayor Young closed Public Comment.

CONSENT AGENDA

City Commission Special Session Minutes from February 12, 2025.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF A MOTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAMI BAKER TO SERVE AS THE MUNICIPAL JUDGE FOR THE CITY OF EL DORADO, KANSAS.

City Manager David Dillner stated that currently, local nuisance, code enforcement, and animal cases are processed separately from other municipal court dockets, leading to inefficiencies in case resolution and inconsistent enforcement of city ordinances. The existing Municipal Judge Services Agreement outlines judicial responsibilities, including the administration of various local ordinance violations. The agreement also establishes a designated docket for locally administered ordinances, such as code enforcement and animal control, scheduled for the first Tuesday of each month at 1:30 pm.

Commissioner Kelly Tetrick moved to approve a Professional Services Agreement with Cami Baker to serve as the Municipal Judge for the City of El Dorado, Kansas.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A MOTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROB LANE TO SERVE AS THE MUNICIPAL PROSECUTOR FOR THE CITY OF EL DORADO, KANSAS.

Currently, local nuisance, code enforcement, and animal cases are processed separately from other municipal court dockets, leading to inefficiencies in case resolution and inconsistent enforcement of city ordinances. The existing Municipal Judge Services Agreement outlines judicial responsibilities, including the administration of various local ordinance violations. The agreement also establishes a designated docket for locally administered ordinances, such as code enforcement and animal control, scheduled for the first Tuesday of each month at 1:30 pm. However, a formalized provision for a local ordinances docket is not explicitly outlined within the agreement.

Commissioner Kelly Tetrick moved to approve a Professional Services Agreement with Rob Lane to serve as the Municipal Prosecutor for the City of El Dorado, Kansas.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Syndee Scribner stated that the State of Kansas released awards for different Housing Initiatives. The old Masonic Building received \$1.7 million in awards. \$650,000 for the Moderate-Income Housing Grant, \$390,000 for the Kansas Historic Tax Credit, and \$700,000 for a revolving loan fund.

CITY MANAGER REPORT

City Manager David Dillner invited everyone to attend the Discover Downtown event on Thursday at 4 PM at Club Vaudeville on South Main.

City Manager Dillner stated that at the end of the week, we will be distributing an Aquatic Center Survey to gather input from the community.

City Manager Dillner stated that Public Utility crews have begun repairs to the waterline leak in front of the Butler County Courthouse. He stated that the leak was not related to the Central Avenue project. He stated that the new 16-inch waterline has been installed up to Central and Taylor, and this week they will begin boring the waterline to Denver. He stated that once that is completed, they will work back to Star Street to tie everything to the new 16-inch and add the new services.

City Manager Dillner stated that crews will soon begin to work on the new bulb-out project at First and Main and Pine and Main.

City Manager Dillner stated that the sewer interceptor is now complete and operational up to Towanda Ave. He stated that as work continues, crews will shift west along Towanda Towards Fredrick before moving North of Fredrick and then East through the American Legion Park. He stated that there will be some traffic accommodations starting March 5th.

EXECUTIVE SESSION

Commissioner Syndee Scribner 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 the City Manager's annual evaluation and to reconvene the meeting at 7:00 p.m. in the City Commission Room.

Commissioner Kendra Wilkinson seconded the motion.

Commissioner Kendra Wilkinson moved to continue the City Manager's contract and provide him with a 5 percent market adjustment and a 7.5 percent bonus.

Commissioner Leon Leachman seconded the motion.

Motion carried 5-0.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 7:01 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5– 0.

City Clerk Emerald Ashlock

Mayor Bill Young

EL DORADO CITY COMMISSION MEETING

March 17, 2025

The El Dorado City Commission met in a regular session on March 3, 2025, at 5:30 p.m. in the Commission Room with the following present: Vice Mayor Syndee Scribner, Commissioner Kelly Tetrick, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner. Absent: Mayor Bill Young

VISITORS

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Sam Cooper	Management Intern	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Greg Mudd	El Dorado Chamber	El Dorado, KS
John Lanzrath	St. John Catholic Church	El Dorado, KS

CALL TO ORDER

Vice Mayor Syndee Scribner called the March 17, 2025, to order.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Vice Mayor Syndee Scribner read the World Down Syndrome Day Proclamation.

PERSONAL APPEARANCE

Vice Mayor Syndee Scribner opened the floor for Personal Appearances.

There were no Personal Appearances.

PUBLIC COMMENT

Vice Mayor Syndee Scribner opened the floor for public comments.

Vice Mayor Syndee Scribner closed Public Comment.

CONSENT AGENDA

EL DORADO CITY COMMISSION MEETING

March 17, 2025

City Commission Meeting Minutes from February 17, 2025.

Experience El Dorado Board Appointments - Rosie Carter, Ben Wheeler, and Angie Day for terms set to expire December 31, 2027.

Approval of Butler Community College Temporary CMB Set to Expire March 29, 2025.

Approval of Appropriation Ordinance No. 02-25 in the amount of \$1,890,809.84.

Approval of La Casita Mexican Food & Bakery CMB at 212 E Central Ave set to expire December 31, 2025.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no New Business.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Kelly Tetrick stated that the Friends of the Library Board is having the annual bake sale from April 23rd- 26th.

CITY MANAGER REPORT

City Manager David Dillner stated that the Aquatic Center Survey will close tomorrow, March 18th.

City Manager Dillner stated that City staff met with Prairie Trails staff to review the maintenance plan for this year.

City Manager Dillner stated that Devin Haines was promoted to Criminal Investigations Lieutenant and Detective Kevin Temaat was promoted to Detective Sergeant.

City Manager Dillner stated that Olivia Malanchuk started today as Experience El Dorado's marketing assistant.

City Manager Dillner stated that Dustyn McEchern and Brandon Pinkerton started today as Public Works Maintenance workers.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 5:39 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

TO: City Commission
FROM: Jason Patty
SUBJ: Consideration of a Resolution Approving a Wholesale Water Contract Between the City of El Dorado, Kansas, a Municipal Corporation, and Butler Rural Water District 1.
DATE: April 7, 2025

Summary:

The current contract has expired. The District is ready to sign the attached contract after several meetings and attorney recommendations back and forth. The biggest change to the contract is the allocation of water under the contract. The previous contract was written as gallons per year, whereas the new contract is written as gallons per day. This change is significant in my opinion to better align with how we treat drinking water. We treat in gallons per day and having our contracts state a gallons per day threshold will better help us plan for plant expansion triggers in the future. The new allocation also better aligns with actual peak usage of the district.

Attachments:

1. RWD1 Water Contract 2025_FINAL

Funding Source:

Enter into the attached contract

Operation Impact:

N/A

Options/Alternatives:

N/A

Staff Recommendation:

Approve and sign the attached contract

Commission Action:

Commissioner _____ moved to approve a Resolution Approving a Wholesale Water Contract Between the City of El Dorado, Kansas, a Municipal Corporation, and Butler Rural Water District 1.

Commissioner _____ seconded the motion.

Resolution No. _____

A RESOLUTION APPROVING WHOLESALE WATER CONTRACT BETWEEN THE CITY OF EL DORADO, KANSAS, A MUNICIPAL CORPORATION, AND _____, STATE OF KANSAS.

WHEREAS, the City of El Dorado owns and operates a municipal water works; and

WHEREAS, the City of El Dorado has decided to enter into a Wholesale Water Contract to sell water to the _____.

WHEREAS, the proposed Wholesale Water Contract has been submitted to the City for approval;

Now, Therefore, the City of El Dorado hereby resolves as follows:

1. The Wholesale Water Contract dated _____, for sale of water by the City of El Dorado to _____ is hereby approved and ratified in its entirety. A copy of the Wholesale Water Contract is hereby attached and made part hereof.
2. The Mayor and City Clerk are hereby authorized to sign the Wholesale Water Purchase Contract.
3. This Resolution shall take effect upon the date of adoption of this Resolution.

Adopted this _____ day of _____, 2024.

WHOLESALE WATER CONTRACT

THIS WHOLESALE WATER CONTRACT (the "Agreement"), made and entered into this ____ day of _____, 20_____, by and between the CITY OF EL DORADO, Butler County, Kansas (a municipal corporation of second class, hereinafter called title "CITY", and RURAL WATER DISTRICT NO. 1, Butler County, Kansas, existing under and by virtue of the laws of the State of Kansas and having its principal place of business in Butler, County, Kansas, hereinafter called the "WATER DISTRICT".

WHEREAS, the City of El Dorado owns and operates a municipal water works; and

WHEREAS, the water produced by the municipal water works has been approved by the Kansas State Board of Health for domestic use; and

WHEREAS, the said water district maintains a system of water mains and distribution lines in an area adjacent to the City of El Dorado, Kansas, all of which is, and shall remain outside the corporate limits of the City of El Dorado, Kansas; and

WHEREAS, it is mutually agreed by and between said parties hereto that the said City shall sell to the Water District, and the said Water District shall purchase from the City of El Dorado, water upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in view of the premises aforesaid and in consideration of their mutual covenants and promises herein contained, it is agreed by and between the parties hereto as follows:

It is acknowledged by the parties that the City desires to sell water only for domestic usage as that term is defined in K.S.A. 82a-701(c) as amended. Prior to providing service to any user, the Water District shall require such user to restrict its usage accordingly. The water district hereby grants to the City the right and authority to bring any action necessary against any user to enforce such restrictions which action may be in the name of the City or in the name of the water district. Further, The term "water" as used in this Agreement shall refer to water as treated by the City for its domestic consumption.

Section 1 – Quality and Quantity

- 1.1 During the term of this Agreement or any renewal or extension thereof, The City shall furnish water to the Water District at the point of delivery hereinafter specified, which shall meet quality standards of State, Federal, and other regulatory agencies. The City will not be responsible for water quality beyond the point of delivery. The Water District agrees to purchase an average maximum of 87,422 gallons per day, totaling no more than 32,000,000 gallons per year. If usage exceeds the maximum on an occasional basis, the Water District may request advanced notice or limited forgiveness of any maximum usage violation (not to affect the payment amount for water provided by the City). Any such notice or forgiveness for overages shall not be unreasonably withheld. However, if usage significantly exceeds the average maximum to the extent that it may require the City to increase its production capacity, the City reserves the right to limit the maximum to the established average defined above.

- 1.2 Both parties may revisit the allocated gallons per year at any time, for reasons including, but not limited to, water line breaks, droughts, and increase of customers. Should the Water District need the regular use of water in excess of the average maximum described in paragraph 1.1 above, the Water District shall obtain written permission from the City of El Dorado, not to be unreasonably withheld. Unless prior written permission is obtained, the use of water in excess of the average maximum described in paragraph 1.1, above, shall be in violation of this Agreement. Any such violation may be called to the attention of the Water District which shall take immediate steps to limit the Water District's usage of water to the amount allotted herein. The failure of the Water District to take such steps shall be sufficient cause for immediate cancellation of this Agreement, upon further written notice from the City. The written permission of any additional supplies of water of the maximum quantity allowed does not guarantee that the City will make water available on that basis at any time other than the timeframe the City elects to provide additional supplies of water to the Water District.
- 1.3 The Water District agrees to notify the City, in writing, of any anticipated increase to the Water District's water demand, so the City may make proper arrangements for its water withdraws to meet the Water District's estimated demand.
- 1.3 Following the end of the first one-year period covered by this Agreement, and at the end of each succeeding one-year period, the maximum gallons allowed to be purchased per month shall be increased by the same percentage as the average monthly gallons purchased has increased over that one-year period.
- 1.4 The City will not be responsible for quality or quantity in the event that the City is unable to perform for reason or reasons beyond its control. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and the use of water to fight fires, earthquake, or other catastrophe or circumstances beyond the control of the City or acts of God shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

Section 2 – Term

- 2.1 This Agreement shall be in full force and effect from the Effective Date of the Agreement until the expiration of forty (40) years, unless otherwise amended, in writing, by both parties. The Agreement may be amended, extended, or renewed by mutual written consent of both parties under such terms and conditions agreeable to the parties.
- 2.2 Either party may provide the other with notice of its desire to amend or extend the Agreement by giving notice of such intention, in writing, six months prior notice of its desire to negotiate provisions of this Agreement. Such negotiations shall not be considered to be a default of the Agreement, nor shall it necessarily prevent an extension of this Agreement. Said Agreement shall be renewed and extended under the same terms and conditions herein.

Section 3 – Point of Delivery and Metering

- 3.1 Water will be delivered to the point of delivery at a reasonably constant pressure. The “point of delivery” shall be located at 703 Stone Road, El Dorado, Kansas, or at such other locations as may be agreed upon in writing by the parties. The Water District shall be responsible for the water, for all purposes and intents, from and after title passage to the Water District. The Water District hereby agrees, to the fullest extent permitted by law, to indemnify, save and hold the City harmless from any and all claims, demands, losses, and causes of action, which may be asserted by anyone related to the transportation and delivery of said water while title remains with the Water District. The Water District reserves its right to direct any action or interplead or cross claim against the City in the event the City is in breach of any terms of this agreement.
- 3.2 The Water District shall be responsible for the construction and installation of metering equipment at a location agreeable to both parties (the “Terminal”), and water sold pursuant to this Agreement shall be measured through such equipment (the “Metering Equipment”). The Metering Equipment shall be read on the last working day of each month, or as soon thereafter as is practical and convenient, and each party may have, at their option, a representative present for such monthly reading.
- 3.3 Following completion of construction of the Metering Equipment, or if the Metering Equipment is already installed on the effective date of this Agreement, the Water District shall convey such Metering Equipment to The City for its ownership and perpetual maintenance. The City shall be responsible for the operation and maintenance of the aforementioned Metering Equipment, including replacement as needed, and shall provide for the necessary routine maintenance to ensure such Metering Equipment is kept in good working order to meet industry standards for similar Metering Equipment. The Standards and Specifications of the American Water Works Association (“AWWA”) C715-18 effective as of the Effective Date of this Agreement shall govern calibration and replacement of Metering Equipment. Any necessary replacement of the Metering Equipment shall meet or exceed the then-current Standards and Specifications of the AWWA for similar Metering Equipment.
- 3.4 Either party may, at any time and at its own expense, have such Metering Equipment tested to determine accuracy. In the event that either party determines the Metering Equipment are not performing within aforementioned industry standards, the other party shall be notified and a plan shall be coordinated to recalibrate or replace such Metering Equipment. If the Water District requested the testing and the meter was inaccurate, then the City shall bear the expense of testing, recalibration and/or replacement. If the meter was accurate, then the Water District shall bear the expense of such testing.

Section 4 – Rates and Payment

- 4.1 The City shall invoice the Water District on a monthly basis in arrears for all water supplied under this contract during the preceding calendar month, an amount to be computed at the rate outlined by Chapter 13.08.010 of the Code of the City of El Dorado, Kansas, a copy of which is attached hereto and marked as Exhibit “A”. The District agrees to pay each invoice in full within thirty (30) days of receipt.
- 4.2 It is further agreed that the rate established by said ordinance may be changed by the amendment of said ordinance, but that any future increase in the rate affecting said Water District shall bear the same proportionate ratio to domestic retail consumer rates within the City of El Dorado at the time of such change as the rate set forth in Section 17-201 of the Code of the City of El Dorado, Kansas, 1981.
- 4.3 If the Water District is late in the payment of any charge or fee due and payable to the City under this Agreement, late payments shall bear per annum interest at a rate equal to the lesser of two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the Day said statement becomes delinquent, or the maximum allowed by law to be charged to the Water District. If any charges remain unpaid at the expiration of thirty (30) days after receipt of the statement, the Water District shall be in default under this Agreement, and the City may invoke the remedies specified herein or otherwise available by law.
- 4.4 Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to federal and/or state auditors.

Section 5 – No Obligation to Serve

- 5.1 The City shall not be obligated to furnish the allocation of water described in this Agreement at times when there is less water available than might reasonably be expected to meet the needs of the citizens of El Dorado; however, The City shall immediately notify the Water District of any such apparent shortage. The City shall be not required to provide water to the Water District during conditions that are beyond the City’s control and that prevent the allocation to be provided.
- 5.2 The parties recognize there may be certain circumstances in which discontinuance of the supply of water to the Water district may be necessary or the supply of water may be temporarily reduced, such as but not limited to:
 - a. Severe Drought – In the event of a severe drought that reduces the amount of water available for human consumption from El Dorado Lake, and such supply requires that amount of water being taken from El Dorado Lake be rationed, then the amount of water supplied to the Water District will be proportionately reduced in the same ratio as the City and other purchasers of water.

- b. Contamination – The supply of water to the Water District may be temporarily discontinued in the event the water supply in El Dorado Lake becomes contaminated to the point it is unusable for human consumption. Such discontinuance shall continue until such time as all conditions have been remedied to the satisfaction of the parties and the Kansas Department of Health and Environment.
 - c. Emergency – The City may temporarily suspend the sale of water to the Water District during any emergency by reason of unforeseen catastrophe or disaster commonly referred to as “acts of God,” which interfere with or otherwise disrupt the use of water supplies at El Dorado Lake for human consumption. The City also has the right to declare an emergency at any time in which the supply of water to the Water District might lead to contamination of the public water supply for El Dorado, and may continue to refuse delivery of water to the Water District until such time as all conditions have been remedied to the satisfaction of the parties and the Kansas Department of Health and Environment.
 - d. Non-Payment - The supply of water to the Water District may be discontinued for the non-payment of any fee required by this Agreement if payment is not received by The City within thirty (30) days of the date of the invoice. The City may continue to refuse delivery of water to the Water District until such time as all delinquent payments are received by the City.
- 5.3 In the event of interruption in the supply of treated water for any reason, the Water District agrees to waive any right, claim or damage arising out of said action against the City. This includes, and not by way of limitation, the right to interrupt the supply at any time for necessary repairs. The District agrees that it will not interconnect said Water District lines with any other supplier, including water wells. Provided, however, Rural Water District No. 1 and Rural Water District No. 3 have a connection to a flushing hydrant, which is only utilized in case of an emergency due to a water line break. In the event the flushing hydrant is used, or if any issue occurs that may potentially affect the City’s lines or water supply, the Water District shall provide notice to the City as soon as practicable.

Section 6 - Title; Maintenance; Replacement; Modifications

- 6.1 All water supplied by said City to said Water District, pursuant to the terms and conditions of this Agreement, and all distribution lines and equipment installed or provided by said Water District, shall remain the absolute property of said Water District with full title and ownership.
- 6.2 The Water District shall own and maintain the lines and equipment installed and/or provided by the Water District and such lines and equipment shall remain the property of the Water District with full title and ownership. The Water District shall be responsible for all costs necessary to design, construct, and maintain its lines and equipment in good working order to accommodate the transmission of water as provided herein. The Water

District shall retain exclusive control of the premises and agrees to hold the City harmless from any claim or legal action against the Water District and/or the City arising from the construction, operation, and maintenance by the Water District or any part thereof.

- 6.3 In the event it is necessary to stop the flow of water in distribution lines and/or equipment owned by The Water District due to the need of The Water District to make repairs on said equipment, authorized representatives of The Water District shall be permitted to shut off the water supply by use of a valve located at an agreed upon point in the equipment. In the event such discontinuance of service is necessary, The Water District shall notify The City of the period during which the water supply will be discontinued and the purpose of said discontinuance.
- 6.4 Any significant modifications to the Main or Metering Equipment, which The Water District desires to make and which might affect The City's water system, must receive written approval from The City's City Manager prior to the commencement of construction-related activities. The Water District shall also provide notice to The City when working on property owned by The City.
- 6.5 The City shall keep The Water District advised of any proposed modifications to its water system which may affect The Water District's water utility operations or impede The Water District's ability to receive water as provided in this Agreement. The City shall give The Water District reasonable advance notice in the event that it becomes necessary to interrupt its performance under this Agreement for maintenance or repairs to the water system.
- 6.6 In the event of an annexation by the City of Water District territory, it is agreed that the City does not and will not assume or agree to assume or pay any part of portion of the indebtedness, bonded or otherwise, of said Water District. Provided, however, the City's obligation to the Water District under K.S.A. 12-541 shall remain in full force and effect.

Section 7- Indemnification

- 7.1 The City covenants and warrants that it will exonerate, indemnify, and hold harmless the Water District, its agents and employees, from and against any and all third-party claims, made or asserted against the Water District, its agents or employees, arising out of or in any way connected with the performance of (or failure to perform) any duty or obligation of the City contained in this Agreement. The City reserves its right to direct any action or to interplead or crossclaim against the Water District in the event the Water District be in breach of any of the terms of this agreement.
- 7.2 The Water District covenants and warrants that it will exonerate, indemnify, and hold harmless the City, its agents and employees, from and against any and all third-party claims, made or asserted against the City, its agents or employees, arising out of or in any way connected with the performance of (or failure to perform) any duty or obligation of the Water District contained in this Agreement. The Water District reserves its right to direct any action or to interplead or crossclaim against the City in the event the City be in breach of any of the terms of this agreement.

Section 8 – Water District’s Obligations

- 8.1 The Water District shall furnish a backflow preventer to be installed near the master water meter(s) site.
- 8.2 If pumping is required by the Water District, no pump shall be located within one-half mile of the connection of the Water District to the City of The City's system, unless a storage facility, to be furnished by the Water District, is used, and all pumping shall then be from storage; however, if surging is caused by such pumping, the parties agree that is shall be remedied to the satisfaction of the City. Provided, however, this provision shall not apply to the District’s existing pump station which is located within three hundred feet (300’) of its connection to the City.
- 8.3 The Water District acknowledges that this agreement calls for the sale of water under the terms and conditions hereof and does not transfer to the Water District any water rights now or hereafter held by the City

Section 9 – Miscellaneous Provisions

- 9.1 If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party agrees that the successful or prevailing party or parties will be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- 9.2 Notices and communications required to be in writing pursuant to this Agreement shall be effective only if delivered personally, or sent by facsimile, electronic mail, or certified mail, to the following:
 - Rural Water District #1
Attn: Chairperson
P.O. Box 725
El Dorado, KS 67042
 - City of El Dorado, Kansas
Attn: City Manager
220 E. First Avenue
El Dorado, KS 67042
- 9.3 The covenants, terms and conditions of this Agreement shall extend to and be binding upon the successors and assigns of the parties.

- 9.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. Venue and jurisdiction for any interpretation or action arising hereunder shall be exclusively in the federal and state courts of Butler County, Kansas.
- 9.5 This Agreement may only be amended by a written amendment executed by both parties.
- 9.6 This Agreement may not be transferred or assigned, in whole or in part and without exception, without the written approval of the other party, which will not be unreasonably withheld.
- 9.7 This Agreement shall supersede and replace any existing Agreements between the parties concerning the sale and purchase of water.
- 9.8 This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

[Signatures On Following Page]

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.

Rural Water District No. 1 The City of El Dorado, Kansas

Ron McClure, Chairman

Attest:

Douglas Owen, Secretary

Bill Young, Mayor

Attest:

Emerald Ashlock, City Clerk

Approved as to Form:

Ashlyn Lindskog, City Attorney

TO: City Commission
FROM:
SUBJ: Consideration of an Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating an Additional Common Consumption Area for 703 South Main Street, El Dorado, Kansas 67042.
DATE: April 7, 2025

Summary:

K.S.A. 41-2659 permits a city to establish, by ordinance or resolution, one or more Common Consumption Areas within city limits. A Common Consumption Area is a designated indoor or outdoor space where the possession of alcoholic liquor and cereal malt beverages (CMB) is permitted under a city-issued permit. These areas must be clearly defined by barriers or other visible markers, with signage indicating their boundaries and notifying individuals as they enter or exit.

The establishment of a Common Consumption Area enhances economic activity and community engagement by allowing responsible alcohol consumption in a controlled environment. These areas create a vibrant, pedestrian-friendly atmosphere, encouraging longer visits to local businesses and fostering a more dynamic social setting during events. With city oversight and clearly defined boundaries, these spaces ensure compliance with liquor laws while maintaining public safety.

The owner of Speedtrap Distillery has expressed interest in creating a Common Consumption Area around the distillery. During larger events, the city will provide barricades to restrict vehicle traffic, further supporting a safe and enjoyable environment for patrons. This initiative presents an opportunity to attract more visitors, support local commerce, and contribute to a thriving, welcoming community.

Attachments:

1. Common Consumption Ordinance Speed Trap

Funding Source:

N/A

Operation Impact:

Options/Alternatives:

The City Commission must decide whether to allow the establishment of a common consumption area.

Staff Recommendation:

Approve the Common Consumption Area as presented.

Commission Action:

Commissioner _____ moved to approve Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating an Additional Common Consumption Area for 703 South Main Street, El Dorado, Kansas 67042.

Commissioner _____ seconded the motion.

ORDINANCE NO. G- XXXX

AN ORDINANCE AMENDING CHAPTER 9 OF THE MUNICIPAL CODE OF EL DORADO, KANSAS PERTAINING TO CONSUMPTION ON PUBLIC PROPERTY AND AMENDING CHAPTER 4 OF THE MUNICIPAL CODE OF EL DORADO, KANSAS AND ESTABLISHING A COMMON CONSUMPTION AREA

WHEREAS, K.S.A. 41-2659 permits a city to establish, by ordinance or resolution, one or more common consumption areas within the limits of the city, and to authorize the possession and consumption of alcoholic liquor or cereal malt beverage within the common consumption area; and

WHEREAS, Subsection (g)(1) of K.S.A. 41-2659 states that “common consumption area” means a defined indoor or outdoor area not otherwise subject to a license issued pursuant to the Kansas Liquor Control Act or the Club and Drinking Establishment Act where the possession and consumption of alcoholic liquor or cereal malt beverage is allowed pursuant to a common consumption area permit.

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

SECTION 1: Section 9.12.020 of the Municipal Code of the City of El Dorado, Kansas is hereby amended to read as follows:

9.12.040 - Consumption on public property.

Except as provided in Chapter 4 of the El Dorado, Kansas Municipal Code:

- A. It is unlawful for any person to drink or consume alcoholic liquor upon the public streets, alleys, roads or highways, or in beer parlors, taverns, poolhalls or places to which the general public has access, whether or not an admission or other fee is charged or collected, or upon property owned by the state or any governmental subdivision thereof, or inside vehicles while upon the public streets, alleys, roads or highways.
- B. Consumption of alcoholic liquor in public places is a Class C violation.

SECTION 2: Section 4.04.010 of the Municipal Code of the City of El Dorado, Kansas is hereby amended to include the following:

4.01.010 – Definitions.

“Public Place” shall include upon any street, public thoroughfare, public parking lot or any privately owned parking area made available to the public generally, within any parked or driven motor vehicle situated in any of the aforesaid places or upon any property owned by the state or any governmental subdivision thereof unless such property is leased to others under K.S.A. 12-1740 et seq. if the property is being used for hotel or motel purposes or purposes incidental thereto or is owned or operated by an airport authority created pursuant to Chapter 27 of the Kansas Statutes Annotated.

“Common Consumption Area” here on referred to as a CCA, is a defined indoor or outdoor area not otherwise licensed where the possession and consumption of alcoholic liquor and cereal malt beverage is allowed pursuant to a common consumption area permit. The boundaries of any common consumption area must be clearly marked using a physical barrier or other apparent line of demarcation. Every common consumption area shall have signs conspicuously posted identifying the boundaries of such area, and such signs must be in a size and manner to provide notice to persons entering or leaving the area.

SECTION 3: Section 4.30 is hereby added to the Municipal Code of the City of El Dorado, Kansas to read as follows:

4.30.010 - Common Consumption Area established.

- (a) In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the Walnut River Brewery Common Consumption Area (“Brewery CCA”) located at the 100 block of Locust Avenue. The properties at 501 S Main St and 111 W Locust Ave (AKA Lots 8,9,10, & 11 in Block 2 of Finley’s JK Addition to El Dorado), and the north 96 feet of the adjacent alleyway to the west. Also, the road right-of-way in the 100 block of W Locust Ave, provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control (“Director”).
- (b) The possession and consumption of alcoholic liquor or cereal malt beverages in the Brewery CCA is authorized on Thursday, Friday, and Saturday between the hours of 10 a.m. and 11 p.m. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.

4.30.011 - Common Consumption Area established.

- (a) In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the BG Products Veterans Stadium Common Consumption Area (“Stadium CCA”) located at a beginning point that is 850 feet north and 210 feet east of the southwest corner of Section 3, Township 26, Range 5E in Butler County; thence east 800 feet; thence north 300 feet; thence west 800 feet; thence south 300 feet to the point of beginning and the north 203 feet of the east 800 feet of lot 7, Legion 2nd Addition to El Dorado, provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control (“Director”).
- (b) The possession and consumption of alcoholic liquor or cereal malt beverages in the Stadium CCA is authorized on Thursday, Friday, and Saturday between the hours of 10 a.m. and 11 p.m. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.
- (c) Events hosted in the Stadium CCA allowing alcoholic liquor or cereal malt beverages in conjunction with other events at the stadium.
 - a. No event may take place during the same time as an event hosted by USD 490.
 - b. Written approval from an official representative of Butler Community College must be provided with the special event permit by any applicant who wishes to host a Stadium CCA event at the same time as a college event.

4.30.11 - Common Consumption Area established.

- a) In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the Speedtrap Distillery Common Consumption Area (“Speedtrap CCA”) located at the Lot 1 and the north 31 feet of lot 2 in block 2 of the Gordons Addition to El Dorado (AKA 703 S Main St). Also, the road right-of-way of the 100 block of W Carr Ave, provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control (“Director”).
- b) The possession and consumption of alcoholic liquor or cereal malt beverages in the Speedtrap CCA is authorized on Thursday, Friday, and Saturday between the hours of 10 a.m. and 11 p.m. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.

4.30.020 - Common Consumption Area - Rules of Conduct.

- (a) Sales Conditions. CCA permits are for the possession and consumption of alcoholic liquor or cereal malt beverages only. No sales of alcoholic liquor or cereal malt beverage may occur on premises covered by the CCA permit unless the sales are conducted by a caterer licensed in accordance with all City requirements for a catered event, a separate special event permit has been issued for that specific area, or a drinking establishment has been authorized in writing by the City Clerk or designee to operate a noncontiguous service area in accordance with K.S.A. 41-2659(e)(2).
- (b) Consumption Areas. Alcoholic liquor or cereal malt beverage drinks may be consumed on public property within the CCA including sidewalks and crosswalks. Still, they shall not be consumed in public parking lots, street parking stalls, or the public thoroughfare (“street”) unless the street has been closed to vehicular traffic for a special event approved by the Governing Body.
- (c) Purchases Outside of the CCA. The possession and consumption of alcoholic liquor or cereal malt beverage purchased outside of the CCA, and its participating licensees shall not be permitted inside the boundaries of the CCA without prior approval of a special event permit by the Governing Body.
- (d) Removal of Purchases from Within the CCA. No open container of alcoholic liquor or cereal malt beverage purchased within the CCA shall be removed from the boundaries of the CCA.
- (e) Containers and One-Drink per-person limit. All alcoholic liquor and cereal malt beverage removed from a licensed premises or otherwise sold within the CCA shall be served in a paper or plastic cup no larger than sixteen (16) fluid ounces that displays the licensee’s trade name or logo or other identifying mark that is unique to the licensee. No establishment participating in the CCA shall allow any person to leave their premises and enter the CCA with more than one such alcoholic beverage at a time. Paper or plastic cups shall be single serve and not be refilled by the licensee identified on the cup, by any other licensed establishment participating in the CCA, or by any other person or party.
- (f) Conduct. All persons within the CCA shall follow all laws and ordinances concerning the purchase, sale, and consumption of alcohol or cereal malt beverage. Any person acting in a way that violates any provisions of the Municipal Code, State public laws, including but not limited to any offenses against person, property, public peace, public safety, or public morals, will be removed from the CCA.
- (g) Licensed Premises. Any licensee of a licensed premises located within or immediately

adjacent to the CCA may request permission from the Kansas Alcoholic and Beverage Control Director to participate in the CCA upon forms prescribed by the Director.

- (1) Removal of Alcohol from Licensed Premises. Any licensee of a licensed premises who has requested and received permission to participate in the CCA may allow its legal patrons to remove one alcoholic liquor or cereal malt beverage purchased from the licensee per person into the premises described by the CCA permit.
- (2) Noncontiguous Sales. In addition to their licensed premises, one or more licensees that have requested and received permission to participate in the CCA may offer for sale, sell, and serve alcoholic liquor or cereal malt beverage for consumption from one noncontiguous service area within the CCA, as designated and approved by the CCA permit holder. The licensee shall prominently display a copy of its drinking establishment license and the approval of the CCA permit holder at its noncontiguous service area.
- (3) Compliance with Applicable Laws. Each licensee within the CCA shall comply with all City ordinances, Federal and State laws regulating the purchase, sale and consumption of alcoholic liquor or cereal malt beverage. Any violations of the common consumption area restrictions, City ordinances, or State or Federal laws may result in revocation of the licensee's participation in the CCA. Each licensee within the CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises.
- (4) Signage. Any licensed establishment that allows patrons to leave the establishment with an alcoholic beverage in an open container as provided in this Article shall maintain posted inside all exit doors for clear public view a map of the current boundaries of the entertainment district and a sign of at least eleven (11) inches by eight and one-half (8.5) inches that states the following:

"All patrons leaving this establishment with an alcoholic beverage in an open container do hereby assume full responsibility to consume such alcoholic beverage only if it has been served in a paper or plastic cup not to exceed 16 ounces in size and obtained from an establishment licensed to sell alcoholic beverages within the common consumption area (CCA) outlined on the map below. Any individual who leaves the CCA with an alcoholic beverage in an open container is in violation of the El Dorado, KS Code of Ordinances and may be subject to a citation, arrest, incarceration, and/or fine."
- (4) Liability. Each licensee within a CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises. Licensee shall provide any insurance coverage or proof of coverage as may be required by the Governing Body as a condition of participating in the CCA.

4.30.030 - Common Consumption Area - Notification.

Upon passage of an ordinance or resolution establishing a CCA, the City shall immediately notify the Director of the Kansas Alcoholic Beverage Control Division of the establishment of the CCA and submit a copy of the ordinance or resolution along with such notice."

SECTION 4: All ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

SECTION 5: This Ordinance shall become effective upon passage and publication of the Ordinance summary as provided by law.

**PASSED BY THE CITY COMMISSION AND SIGNED BY THE MAYOR THIS 7TH DAY
OF APRIL 2025.**

Bill Young, Mayor

ATTEST:

Emerald Ashlock, City Clerk

TO: City Commission
FROM: Sam Cooper, Intern
SUBJ: Consideration of an Ordinance of the City of El Dorado, Kansas, Municipal Code
Amending Title 6 pertaining to Animals.
DATE: April 7, 2025

Summary:

The existing animal control ordinance references a fixed organizational structure that no longer accurately reflects the administering of animal control services. This creates unnecessary administrative constraints and limits the city's ability to adapt its organizational framework. Updating the ordinance to use more flexible language will allow the city to reassign animal control services between departments as operational needs evolve.

Additionally, the current ordinance includes breed-specific restrictions that regulate ownership of certain dog breeds. Governing body members have expressed interest in aligning the city's approach with best practices that focus on individual animal behavior rather than breed classification.

Attachments:

1. Animal Ordinance Revision

Funding Source:

N/A

Operation Impact:

The current animal control ordinance requires updates to better align with the operational structure of the department and to remove breed-specific restrictions on dogs. The proposed changes seek to improve organizational flexibility while addressing concerns raised by community members and governing body representatives.

Options/Alternatives:

N/A

Staff Recommendation:

Adopt the proposed updates to the animal control ordinance to:

- Modernize language reflecting a flexible organizational structure for housing animal control services.
- Remove breed-specific restrictions in favor of behavior-based enforcement provisions. This approach promotes fairness, aligns with best practices, and maintains a neutral framework for public safety.

Commission Action:

Commissioner _____ moved to approve an Ordinance of the City of El Dorado, Kansas,

Municipal Code Amending Title 6 pertaining to Animals.

Commissioner _____ seconded the motion.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF EL DORADO, KANSAS
MUNICIPAL CODE AMENDING TITLE 6 PERTAINING TO
ANIMALS**

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

Section 1: The following portion of Section 6.04.010 of the El Dorado Municipal Code shall be amended to read as follows:

6.04.10 Definitions

The definition of dangerous animals shall be amended as follows:

“Dangerous Animals” means an animal that constitutes a serious physical threat to human beings or other animals.

The definition of “Pit Bull” shall be removed from the code.

“Quarantine by Owner” shall be amended as follows:

7. Owner shall not subject the animal to any medical procedure without first notifying the animal control officer. This includes vaccinations;

8. Animal must be examined by the animal control officer or designee by the first day of home quarantine and again on the final day of quarantine. Upon final examination the authority may declare the animal to be free of the rabies virus or under questionable circumstances defer such examinations to a licensed veterinarian. In such instances, the owner shall be responsible for all associated costs and when required produce proof of such veterinarian examinations;

Section 2: Section 6.04.020 of the El Dorado Municipal Code shall read as follows:

6.04.020 Inspection of Premises

The animal control officer or health officer of the city shall have the right at all reasonable times to inspect the premises, pens, stables, buildings or other enclosures where animals are kept. It shall be a violation of this title to interfere with the control officer in the performance of his or her duties.

Abatement of Conditions not Complying with Ordinance. Whenever any premises where animals are kept in an unsanitary conditions, or the facilities are not in keeping with provisions of this title or any other regulations herein, the animal control officer, by written notice on a form the policy clearly stating the intent of this section, to the person responsible for the condition of the premises, may order the abatement of the conditions which are not in accordance with the ordinance or

other regulations, or conditions which constitute a nuisance. Failure to comply with such order shall, in addition to any criminal or administrative proceedings, be grounds for and entitle the city to obtain relief by injunction. Nothing herein precludes the city's use of any public health ordinance or law in lieu of nuisance abatement or injunctive relief herein provided.

Section 3: Section 6.04.040 of the El Dorado Municipal Code shall be amended to read as follows:

6.04.040 Quarantine of Animals

C. Owned, wanted dogs and cats which are not immunized against rabies shall be quarantined for ten days under the supervision of the animal control officer

Section 4: Section 6.04.041 of the El Dorado Municipal Code shall be amended to read as follows:

6.04.041 Cost of Quarantine or Rabies Diagnosis

- A. If, at the end of the required quarantine period, a quarantined animal is found to be free of rabies, the animal control officer or his or her designee shall order the release of the animal to the owner if the rabies vaccination provision of this chapter has been complied with and any impoundment fees have been paid by such owner.
- B. If a head is submitted for rabies diagnosis, the cost of removing the head and shipping it shall be paid by the owner of the animal.
- C. The animal control officer may order that all impoundment fees for the quarantine be paid by the person bitten or scratched if:
- D. If the animal is a wild animal, the animal control officer may order that all fees be paid by the person who was bitten or scratched.

Section 5: Section 6.08.061 of the El Dorado Municipal Code shall be amended to read as follows:

6.08.061 Adoption of Animals

- A. All animals which are adopted from the animal shelter shall be surgically altered to prevent reproduction by that animal. Any animal adopted from the animal shelter or other agent of the city, will be altered before it leaves the animal shelter. If the animal being adopted is not able for reasons of age or medical reasons to be sterilized, a general adoption agreement setting a date that the animal being adopted must be surgically altered by (generally dogs and cats could be altered after reaching twelve (12) weeks of age) will be signed by the person adopting the animal.

- B. Failure to comply with this section or failure to comply with the terms of this adoption contract shall give the animal control officer the right to recover the adopted animal in question and revoke the owner's adoption contract. Such failure shall also constitute a violation of this chapter.
- C. The adoption fee shall be increased or decreased as needed by policy, to include and cover the cost of surgically altering, sheltering, medicating, vaccinating and preparing the animal for adoption.
- D. This section's requirements of altering and adoption fee shall not apply where cooperative agreements between the animal control officer and any welfare group are made for the placement with such groups of animal subject to adoption. Likewise, this section's requirements shall not apply to animal transfers made under cooperative agreements between the animal control officer and other governmental entities.

Section 6: Section 6.08.080 of the El Dorado Municipal Code shall be amended to read as follows:

6.08.080 Animal Dealers – State Law Adopted by Reference

KSA 47-1701 to 47-1731 (et seq), an act relating to animals providing for the licensing of animal dealers, the registering of pounds, the registering of animal shelters, the licensing of pet shop operators and animal dealers prescribing the powers and duties of the livestock commissioner; declaring certain acts to be unlawful and prescribing penalties for the violation thereof is incorporated by reference as if set out in full herein.

Section 7: Section 6.08.085 of the El Dorado Municipal Code shall be amended to read as follows:

6.08.085 Facility Requirements for Permits to Board, House or Otherwise Keep Animals

- A. Upon inspection of the premises by the animal control officer, the permit shall be issued if the following conditions are met:
 - 1. The facility must be adequate for the number and type of animals to be kept;
 - 2. Facility must be of sufficient size as to allow animals to move about freely. This shall apply to each animal kept. Size of facility shall be in proportion to the size of the individual animal's height and weight;
 - 3. Adequate food and water must be provided so that each and all animal(s) kept shall be maintained in good health and free of malnutrition and/or dehydration;
 - 4. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects and flies that could be harmful to the animal's health and/or to the health of the general public;
 - 5. The animals and the facility must be kept free of odor or stench which is offensive to a person of ordinary sensibilities;

6. The animals must be maintained in a manner which does not endanger the health of the animals themselves or to adjacent animals;
7. The animals must not cause odor which is offensive or disturbing to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises; and
8. The applicant or holder of the permit shall not have been issued a citation for violation of this chapter on two separate occasions, or animals covered by or to be covered by the permit have not been impounded on two separate occasions.

B. The City shall adopt standard operational procedures consistent with this section in providing guidelines and standards for the inspection of such facilities for permitting and for the periodic monitoring of such facilities. Such permitted facilities may be randomly inspected for compliance with the basic requirements stated herein at any reasonable time during regular business hours for commercial animal enterprise permitted facility. Refusal to allow such inspections shall be grounds for permit revocation.

Section 8: Section 6.08.100 of the El Dorado Municipal Code shall be amended to read as follows:

6.08.100 Other Nondomestic Animals and Issuance of Permit to Operate Circus or Zoo

- A. Notwithstanding the provisions of special certificates of registration of dangerous wild animals and other nondomestic animals noted in such sections, a certificate may be issued in conjunction with the issuance process of permitting circus or non-accredited zoo operations within the city. The issuance of such permits shall provide an exception to said sections and classify such animals as "restricted" and subject to the terms set out in the application and agreement processes provided herein. The application for certificate and permit shall be made to the animal control officer on a form provided for by the city. Such form shall contain a formal "agreement" between the city and the applicant relating to routine permitting criteria and specifically, general business practices as these relate to the type of permit required (circus or zoo), hours of operation, and covenants to observe approved safety and escape prevention procedures. Approved permits and related certificates of registration shall be issued under the authority of the city manager. Applications shall be investigated for reputation for historical compliance with similar laws in this jurisdiction and others, and the applicant shall provide the following information and documentation:
1. A health certificate from a licensed veterinarian that the animal is free from symptoms of infectious disease or is under treatment. A new health certificate is required each time the permit is renewed. A copy will remain with the animal control officer;
 2. Copies of applicable state or federal permits or licenses as required by either of those entities for the keeping of the particular animal in question. These copies will be retained by the animal control officer;

3. Information relating to the owner including emergency telephone numbers and telephone numbers for their veterinarian in case of emergencies;
 4. Present proof of liability insurance or financial responsibility in the amount of one hundred thousand dollars (\$100,000.00) to cover the damages resulting from an escape and/or attack;
 5. Agreement to allow reasonable access for inspection by animal officer;
 6. Enter into an agreement with the city that safety and escape prevention be maintained on a twenty-four (24) hour basis, the failure of which shall be grounds for permit revocation and documentation of compliance with all other applicable city ordinances, including, but not limited to, building, planning and zoning.
- B. The negligent escape of any animal subject to permitting under this section shall be prima facie evidence of a breach of the safety and escape prevention covenants required herein.
- C. Failure to provide required information or documentation, unsatisfactory investigative finding shall be grounds for denial of permit. An appeal of denial of permit shall be made in writing within ten days of the notice of denial to the city manager. The city manager may review the issues leading to the denial or conduct an administrative hearing, and decide the issue, in either. The decision of the city manager is final.
- D. Before a certificate and permit is issued the animal control officer shall inspect the facility where the animal(s) is/are to be kept, which must meet the following criteria:
1. Each enclosure must provide adequate exercise and sleeping quarters;
 2. Proper temperature control and ventilation for the particular species must be provided in both areas;
 3. Each enclosure must be kept locked and designed so that no one can enter or place appendages in the enclosure;
 4. Each enclosure must be constructed so as to prevent the animal from escaping;
 5. Each enclosure must be kept in good repair to prevent both escape and injury to the animal;
 6. Each enclosure must have a water container which is secured so as to prevent it being overturned; and
 7. Each enclosure must be cleaned daily.
- E. The animal control officer may, when deemed necessary, employ the services of a licensed veterinarian to assist in this application process and applicant shall be responsible for the reasonable cost associated with such service in addition to any permit fees required under this act.
- F. Each animal must be provided with continuous clean water and must be fed a diet approved by a licensed veterinarian.

- G. Any animal which has bitten or scratched someone must be immediately surrendered to the animal control officer for euthanasia and testing by the Kansas Department of Health. A live test approved by the Kansas Department of Health may be substituted for euthanasia.
- H. Fee for circus/zoo registration and permit shall be in accordance with section 1.15.010 , and the permit shall expire one year from the date of issuance and shall not be transferable. Major modification or additions to such facilities' animal containment areas shall require a re-inspection and/or re-permitting of the circus or zoo. In such instances, original application fee shall be collected.

Section 9: Section 6.12.020 of the El Dorado Municipal Code shall be amended to read as follows:

6.12.020 Vaccination Required

- A. Any person making application for a license shall be required to present or exhibit to the city clerk or designated agent a statement or certificate issued by a licensed veterinarian showing that such animal has been vaccinated or inoculated with recognized anti-rabies vaccine and that the vaccination or inoculation of such animal will provide adequate protection for the entire licensing period for which the tag is issued. The city clerk shall maintain a record of the identifying numbers of all tags issued and shall make this record available to the public.
- B. All dogs or cats four months of age or older within the city shall be vaccinated against rabies. Such vaccinations shall provide adequate protection for the entire licensing period for which the tag is issued.
- C. A veterinarian who vaccinates a dog or cat against rabies shall issue to the owner of such dog or cat a vaccination certificate on a form approved by the Kansas Department of Health. The veterinarian shall also issue a metal tag with the veterinarian's address and the year of the vaccination stamped thereon. Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat as evidence thereof, a certificate of vaccination. The veterinarian shall retain a duplicate copy of the certificate and one copy shall be filed with the owner. Such certificate shall contain the following information:
 - 1. The name, address and telephone number of the owner of the vaccinated dog or cat;
 - 2. The date of vaccination;
 - 3. The type of rabies vaccine used;
 - 4. The year and number of the rabies tag; and
 - 5. And the breed, age, color and sex of the vaccinated dog or cat.
- D. Concurrent with the issuance and delivery of the certificate of vaccination, the owner of the dog or cat shall cause to be attached to the collar or harness of the vaccinated

animal a metal tag, serially numbered to correspond with the vaccination certificate number and bearing the year of issuance.

- E. It is unlawful for any person within the city to own, keep, possess, harbor or allow to remain upon premises under his or her control any dog or cat which has not been vaccinated as required herein. Any person establishing residence within the city shall comply with this title within ten days of establishing such residency.
- F. Proof of Vaccination—Dismissal—Fine. The failure of a dog or cat to wear a vaccination tag on a collar shall be prima facie evidence of the failure to vaccinate the animal as required by this section. To prove that a dog or cat was vaccinated at the time of the offense, the owner of the dog or cat must present a copy of the vaccination certificate issued by the veterinarian that shows the date the vaccination was administered. The offense shall be dismissed upon verification that the animal alleged in the offense was vaccinated on the date of the offense with the payment of an administrative fee in accordance with section 1.15.010.

Section 10: Section 6.12.080 of the El Dorado Municipal Code shall be amended to read as follows:

6.12.080 Permit Period and Issuance

- A. Permit period shall begin January 1st and run for one year. Applications for permits may be made thirty (30) days prior to and up to sixty (60) days after the beginning of the permit period. Upon receipt of the permit application, the animal control officer shall inspect the premises, enclosures and/or equipment of the applicant for compliance with provisions of this chapter and other applicable laws. Following approval by the animal control officer and payment of the applicable fee hereinafter set out, a permit shall be issued.
- B. Annual Permit Fees:
 - 1. Annual permit fees shall be in accordance with section 1.15.010

Section 11: Section 6.12.090 of the El Dorado Municipal Code shall be amended to read as follows:

6.12.090 Kennels Regulated – Location

- A. Any person operating a kennel within the city shall comply with all other sections of this chapter, including but not limited to animals at large, licensing requirements, and cruelty to animals.
- B. No Class 1 kennel may be located in a residential zone. Currently licensed kennel owners in a residential zone and those who become licensed in a residential zone prior to March 1, 2003, may continue to renew their Class 1 kennel license thereafter until the kennel is phased out pursuant to a policy implemented by the city of El Dorado whereby any animals that are permanently removed from the premises may

not be replaced. Any change in the number of animals shall be reported by the licensed owner to the animal control officer and their license will be adjusted accordingly.

- C. No Class 1 kennel may be located in a residential zone. Currently licensed kennel owners in a residential zone and those who become licensed in a residential zone prior to March 1, 2003, may continue to renew their Class 1 kennel license thereafter until the kennel is phased out pursuant to a policy implemented by the city of El Dorado whereby any animals that are permanently removed from the premises may not be replaced. Any change in the number of animals shall be reported by the licensed owner to the animal control officer and their license will be adjusted accordingly.

Section 12: Section 6.12.100 of the El Dorado Municipal Code shall be amended to read as follows:

6.12.100 Revocation

The animal control officer may revoke any permit or license if the person holding such permit or license refuses or fails to comply with this chapter or any law governing the protection and keeping of animals. Any person whose permit or license is revoked shall within ten days thereafter humanely dispose of all animals owned, kept or harbored by such person and no part of the permit or license fee shall be refunded. No person who has been convicted of cruelty to animals shall be issued a kennel permit. Any person having been denied a permit may not reapply for a period of thirty (30) days. Each reapplication shall be accompanied by a fee in accordance with section 1.15.010.

Section 13: Section 6.14.010 of the El Dorado Municipal Code shall be amended to read as follows:

6.14.010 Service Animal Verification

- A. If a question arises as to whether an assistance dog qualifies under this act to accompany a person with a disability in or upon any place set forth in K.S.A. 39-1101 (et seq), and amendments thereto, the person with a disability may produce for the employee or person responsible for such place an identification card or letter conforming to the requirements of this subsection. Upon production of such identification card or letter, the assistance dog shall be allowed to accompany the person with a disability in or upon such place.
 - 1. If the assistance dog has been trained by a training facility, school or trainer, the identification card or letter shall be provided by the training facility, school or trainer that trained the dog and shall contain the following information:
 - a. The legal name of the dog's user;
 - b. The name, address and telephone number of the facility, school or trainer who trained the dog;
 - c. Whether the dog is designated as a guide, hearing assistance or service

- dog; and
- d. A picture or digital photographic likeness of the dog user and the dog. If a card is used, the picture or digital photographic likeness shall be on the card. If a letter is used, the picture or digital photographic likeness shall either be printed as a part of the letter or be affixed to the letter.
2. If the assistance dog has been trained by the person using the dog, the identification card or letter shall contain the following information:
 - a. The legal name of the dog's user;
 - b. The dog user's address;
 - c. A statement that the dog has been trained to mitigate the dog user's disability; and
 - d. A picture or digital photographic likeness of the dog user and the dog. If a card is used, the picture or digital photographic likeness shall be on the card. If a letter is used, the picture or digital photographic likeness shall either be printed as a part of the letter or be affixed to the letter.
- B. If a question arises as to whether a dog handler is qualified, or whether the dog accompanying the handler is qualified as a professional therapy dog, to enter in or upon the places set forth in K.S.A. 2012 Supp. 39-1110 (et seq), and amendments thereto, an employee or person responsible for such places may request, and the qualified handler shall produce, an identification card or letter, provided by the training facility, school or trainer who trained the dog. Such card or letter shall contain the following information:
1. The legal name of the qualified dog handler;
 2. The name, address and telephone number of the facility, school or trainer who trained the dog;
 3. Information documenting that the dog is trained to provide therapeutic supports; and
 4. A picture or digital photographic likeness of the qualified handler and the dog. If a card is used, the picture or digital photographic likeness shall be on the card. If a letter is used, the picture or digital photographic likeness shall either be printed as a part of the letter or be affixed to the letter.
- C. If a question arises as to whether an individual accompanied by a dog is a professional trainer, from a recognized training center, of an assistance dog, in order to enter in or upon a place set forth in K.S.A. 39-1101 (et seq), and amendments thereto, an employee or person responsible for such place may request, and the trainer shall produce, an identification card provided by the recognized training center containing the following information:
1. The legal name of the trainer;
 2. The name of the training center;
 3. The address and telephone number of the training center;
 4. The types of functions for which dogs are trained by the center; and
 5. A picture or digital photographic likeness of the trainer.
- D. An identification card or letter produced for inspection pursuant to this section shall be promptly returned to the person with a disability, the qualified handler or the professional trainer after inspection.

E. Service animals are required to be registered pursuant to Section 6.12.010.

Section 14: Section 6.16.015 of the El Dorado Municipal Code shall be amended to read as follows:

6.16.015 Neglectful Care of Animals

- A. It is unlawful for any person to fail, refuse or neglect to provide any animal in his or her charge or custody, or otherwise, with proper food, water, shade, adequate shelter or veterinary care when needed to prevent suffering or grooming, when lack thereof would adversely affect the health of the animal, or with humane care and treatment.
- B. To provide "adequate shelter" for a dog or cat the following standards must be met:
 - 1. The shelter must provide protection from the weather, i.e., sun, wind, precipitation (in whatever form), or other inclement weather conditions.
 - 2. If there are no artificial heat sources, the structure shall be small enough to allow the dog or cat to warm the interior of the structure and maintain its body heat, but large enough to permit normal postural adjustments, or standing.
 - 3. Plastic air shipping containers and/or pet carriers shall not be used as outdoor shelters.
- C. A written warning of violation requiring that the condition be corrected within a specified time period shall be issued to a person before any notice to appear at the municipal court may be issued or before a complaint may be filed with the municipal court.
 - 1. Animal in State of Pain or Suffering.
 - a. If any animal without a license tag or other identifying marker is found in a state of pain and suffering or becomes so during confinement, the animal control officer may dispose of the animal in any humane manner without complying with the three-day (seventy-two (72) hour) waiting period as set out herein.
 - b. If the owner or keeper of an animal found in a state of pain or suffering refuses to assume responsibility to care for the animal, the animal control officer may dispose of the animal in a humane manner.
 - 2. Animal in Motor Vehicles.
 - a. It is unlawful for any person to leave any animal in any standing or parked vehicle in such a way as to intentionally, knowingly, recklessly, or with criminal negligence endanger the animal's health, safety or welfare. An animal control officer, or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that the animal's health, safety or welfare is or will be endangered if the owner of the vehicle cannot be located after reasonable attempts. The animal shall be taken to the animal shelter or to a veterinarian if the animal is in distress. A written notice bearing the name of the officer removing the animal, a telephone number where he or she can be contacted and the location where the animal may be claimed by the owner shall be

attached to the vehicle. Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, impoundment cost and disposal of the animal, including the removal from a vehicle in addition to any criminal penalty that may imposed under this section.

b. Instances where occupants of motor vehicles are involved in a traffic accident or other vehicle related incidents which result in animals being left uncontrolled or unattended, animal control or police officers of the city are authorized to take welfare custody of such unattended animals. In the interest of the health, safety or welfare of such animals, officers are authorized to transport such animals to the city's animal shelter. Information shall be provided to the animal's owner as to the animal's disposition. Animal owners shall bear full cost and expense incurred by the city in the care, medical treatment, impoundment cost or other associated costs.

3. Right of Entry—Penalty. It is unlawful for any person to conceal a dog or pup or interfere with the animal control officer or any law enforcement officer in the performance of his or her legal duties, as provided in this chapter. The officers shall have the right of entry onto any unenclosed lots or lands for the purpose of collecting any dog or pup which is on such lot or land in violation of this article and whose presence or existence is a violation of the provisions of this article. The officers shall have the right of entry to any property or having rabies, having been exposed to rabies or having bitten a person or other animal.

4. Tethered Animals. It is unlawful for any person to tether, chain or fasten any animal in such a manner as to permit it to be upon any public sidewalk or street or to leave it unattended while tethered, chained or fastened on public property. It is unlawful to tether, chain or fasten an animal in such a manner as to cause it injury or pain or not permit it to reach shelter, food and water.

5. Giving Animals as Prizes or Inducements.

a. No person shall give away any live animal, reptile, fowl, livestock or wildlife as a prize for or as an inducement to enter any contest, game or other competition; or as an inducement to enter a place of amusement; or as an incentive to enter into any business agreement whereby the offer is for the purpose of attracting trade.

b. The prohibition contained in this section shall not apply to fish or to animals given as prizes at a rodeo contest or livestock show or as part of an FFA, 4-H or similar project.

6. Prima Facie Evidence. In any prosecution charging a violation of this chapter, governing the abuse, neglect or ownership of an animal or failure to license an animal as herein required, proof that the particular property described in the complaint was the premises upon which the animal resided, was harbored or maintained and a violation of any section of this chapter occurred involving said animal, together with proof that the defendant named in the complaint was, at the time of such complaint or at the time when the animal was in violation of this chapter, the registered owner of such animal or the

person with legal rights to reside on said property, shall constitute in evidence a prima facie presumption that the registered owner of the animal and the person who failed to comply with this chapter.

Section 15: Section 6.16.025 of the El Dorado Municipal Code shall be amended to read as follows:

6.16.025 Trapping

A. Trapping and Shooting

1. Trapping Prohibited. It is unlawful to set, trigger, activate or otherwise use, or cause to be set, triggered, activated or used, any steel-jawed, leg-hold trap, or for any person, other than animal control officers, to set or otherwise use other trapping devices including "live traps" used for the capture of any animal. Consistent with the provisions herein, the animal control officer is authorized to utilize humane "live traps" and may conduct trapping operations or provide or authorize the use of such devices' use to property owners as may be needed throughout the city. This subsection is not intended to prohibit the prudent use of traps on one's own property to control rodents.
2. Domestic Animals. It is unlawful for any person to shoot a domestic animal within the corporate limits of the city. Except this subsection shall not be construed or interpreted to prohibit the animal control officer from utilizing certain firearms in emergency field conditions where such actions are provided for by law or policy.

Section 16: Section 6.16.070 of the El Dorado Municipal Code shall be amended to read as follows:

6.16.070 Nuisances

- A. It is unlawful for any person within the city to keep, own or harbor any animal which is a public nuisance as determined by the control officer. Failure to abate such nuisance within five days from date of written notification by the animal control officer will be deemed to be a violation of this chapter.
- B. As used in this article, "nuisance animal" shall be defined as any animal that commits any of the acts listed herein:
 1. Molests or chases pedestrians, passersby or passing vehicles, including bicycles, or molests, attacks or interferes with other animals or persons on public property or private property other than that of the owners;
 2. Makes unprovoked attacks on other animals of any kind or engages in conduct which establishes such animal as a "Dangerous Animal";
 3. Is repeatedly at large; specifically, three or more times per twelve (12) month period (excluding domestic cats);

4. Damages, soils or defiles public property or private property, other than property belonging to or under the control of the owner;
 5. Repeatedly defecates on property not belonging to or under the control of its owner, unless such waste is immediately removed and properly disposed of by the owner of the animal (including domestic cats);
 6. Barks, whines, howls, crows, crackles or makes any noise excessively and continuously, and such noise disturbs a person of ordinary sensibilities;
 7. Produce odors or unclean conditions sufficient to annoy persons living in the vicinity; or
 8. Is unconfined when in heat.
- C. If the animal control officer determines that any animal is a nuisance, the animal control officer may issue an order requiring that the owner meet certain remedial requirements to correct the conduct of the animal. The order, the form of which shall be provided for by policy, shall be given to the owner by personal service or by certified mail, return receipt requested. The owner may file a written appeal to this order clearly stating the reasons for the appeal, to the city manager within ten days of service. The city manager or designee shall review the appeal to determine the issues stated. The city manager shall make his or her decision on the basis of preponderance of the evidence presented. The decision of the city manager shall be rendered within thirty (30) days from receipt of the appeal and the decision of the city manager shall be final. Nothing herein precludes the city from seeking other remedies if an owner fails to comply with the remedial requirements stated or the decision rendered in the appeal process.
- D. Persons residing within six hundred (600) feet of a person who harbors or keeps an animal that they believe to be nuisance may initiate a written, signed complaint, the form of which shall be provided for by policy, with the animal control officer. The animal control officer shall investigate the merits of such complaints to determine if the stated animal is a nuisance as defined herein. If the animal is determined to be a nuisance animal the procedure set forth in subsection (B) of this section shall apply.
- E. No person shall construct, place or maintain any beehive within three hundred (300) feet of any residence other than that of the owner except with the consent of the occupants of all such residences.

Section 17: Section 6.20.010 of the El Dorado Municipal Code shall be amended to read as follows:

6.20.010 Keeping of Wild or Exotic Animals

- A. It is unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the city any wild or exotic animal as previously defined or any poisonous reptile or any other dangerous, wild or exotic animal or

reptile, any vicious or dangerous animal or any other animal or reptile of wild, exotic, vicious or dangerous propensities.

B. It is unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the city any of the following animals:

1. All poisonous animals including rear-fang snakes;
2. Apes: chimpanzees; gibbons; gorillas, orangutans; and siamangs;
3. Baboons;
4. Badgers;
5. Bears;
6. Bison;
7. Bobcats;
8. Cheetahs;
9. Crocodilians, thirty (30) inches in length or more;
10. Constrictor snakes;
11. Coyotes;
12. Deer; includes all members of the deer family, for example, white-tailed deer, elk, antelope and moose;
13. Elephants;
14. Game cocks and other fighting birds;
15. Hippopotami;
16. Hyenas;
17. Iguana;
18. Jaguars;
19. Leopards;
20. Lions;
21. Lynxes;
22. Monkeys;
23. Ostriches;
24. Pumas; also known as cougars, mountain lions and panthers;
25. Raccoons;
26. Rhinoceroses;
27. Scorpions;
28. Skunks;

- 29. Tigers;
- 30. Wolves.
- C. The prohibitions of this section shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, or medical institutions, if:
 - 1. Their location conforms to the provisions of the zoning ordinance of the city;
 - 2. All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors;
 - 3. Animals are maintained in quarters so constructed as to prevent their escape.
- D. The municipal judge shall have the authority to order any animal deemed vicious confined, destroyed or removed from the city.
- E. The city manager or animal control officer may issue a temporary permit without fee for the keeping, caring and protection of an infant animal native to this area which is deemed to be homeless and shall have the power to release or order the release of any infant wild animal, in a proper place outside the city limits kept under temporary permit, which is deemed capable of survival.

Section 18: Section 6.20.020 of the El Dorado Municipal Code shall be amended to read as follows:

6.20.020 Dangerous Animals

It is unlawful for any person within the city to keep, own or harbor any dangerous animal as determined by the animal control officer, using established departmental guidelines, unless such person shall conform to regulations for keeping such animals in Section 6.20.060 of this chapter.

Section 19: Section 6.20.040 of the El Dorado Municipal Code shall be repealed.

Section 20: Section 6.20.041 of the El Dorado Municipal Code shall be repealed.

Section 21: Section 6.20.045 of the El Dorado Municipal Code shall be repealed.

Section 22: Section 6.20.050 of the El Dorado Municipal Code shall be amended to read as follows:

6.20.050 Keeping of Dangerous Animals

The keeping of such animals as described in Sections 6.20.020, 6.20.030 and 6.20.040 of this chapter shall be subject to the following standards:

- A. Leash and Control. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a responsible adult is in physical control of the leash. Such animals may not be leashed or chained to inanimate objects such as trees, posts, buildings, etc.
- B. Confinement. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than eighteen (18) inches. All structures erected to house dangerous animals must comply with all zoning and building regulations of the city.
- C. Confinement Indoors. No dangerous animal may be kept in any part of a house or structure in a manner that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.
- D. Signs. All owners, keepers or harbors of dangerous animals within the city shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog" or similar language. In addition, a similar sign is required to be posted on the kennel or pen of the animal.
- E. Reporting Requirements. All owners, keepers or harbors of dangerous animals must within ten days of the incident, report the following information in writing to the city clerk or animal control officer as required hereinafter:
 - 1. The new address of a dangerous animal should the owner move within the corporate city limits
- F. Sale or Transfer of Ownership Prohibited. No person shall sell, barter or in any other way dispose of a dangerous animal to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; providing that the registered owner of a dangerous animal may sell or otherwise dispose of said animal to persons who do not reside within the city.
- G. Failure to Comply. It is unlawful for the owner, keeper or harbors of a dangerous animal to fail to comply with the requirements and conditions set forth in this chapter. Any animal found to be the subject of a violation of this chapter shall be subject to immediate seizure and impoundment. In addition, failure to comply may result in the revocation of the license of such animal resulting in the immediate removal of the animal from the city.

Section 23: Section 6.20.060 of the El Dorado Municipal Code shall be amended to read as follows:

6.20.060 Keeping Livestock

It is unlawful to possess or maintain any livestock within any residential zone in the city. Livestock may be allowed in nonresidential zones by special permit issued by the animal control officer. Persons applying for or holding such special permit shall comply with all livestock policies and regulations promulgated by the city and approved by the city manager.

Section 24: Section 6.20.061 of the El Dorado Municipal Code shall be amended to read as follows:

6.20.061 Impoundment of Estray and Livestock

A. The animal control officer, upon receipt of a report or upon discovery of an estray, within the city, shall as soon as possible, notify the sheriff of the county and report the presence of the animal and the location where the animal can be found. If circumstance permits, the animal control officer shall refer the matter in its entirety to the sheriff. If circumstance does not permit or the sheriff seeks the assistance of the animal control officer, the animal control officer may cause the impoundment of any and all estray and other livestock that may be found in and upon any street, alley or upon any unenclosed lot in the city, or otherwise to be found at large, and to confine such estray or livestock for safe keeping. Upon impounding, the animal control officer shall prepare a file to be located in the animal control offices. Each entry shall include the following:

1. The name and address of the person who notified the animal control officer of the estray or other livestock;
2. The date, time and location of the estray or other livestock when found;
3. The location of the estray or other livestock until disposition; and
4. A description of the animal including its breed, color, sex, age, size, all markings of any kind and other identifying characteristics.

B. When an estray or other livestock has been impounded by the animal control officer, the animal control officer shall make a diligent search of the register of recorded brands in the county for the owner of the estray or other livestock. If the search does not reveal the owner, the animal control officer shall advertise the impoundment of the estray in a newspaper of general circulation in the county at least twice during the next fifteen (15) days following impoundment.

C. The owner of an estray or other livestock may recover possession of the animal at any time before the animal is sold under the terms of this chapter if:

1. The owner has provided the animal control officer with an affidavit of ownership of the estray or other livestock containing at least the following information:
 - a. The name and address of the owner,
 - b. The date the owner discovered that the animal was missing,
 - c. The property from which the animal strayed, and
 - d. A description of the animal including its breed, color, sex, size, all markings of any kind and any other identifying characteristics;
 2. The animal control officer has approved affidavit; and
 3. The owner has paid all handling fees to those entitled to receive them.
- D. When an estray or other livestock has been impounded by the animal control officer, the animal control officer shall make a diligent search of the register of recorded brands in the county for the owner of the estray or other livestock. If the search does not reveal the owner, the animal control officer shall advertise the impoundment of the estray in a newspaper of general circulation in the county at least twice during the next fifteen (15) days following impoundment.
1. Title shall be deemed vested in the animal control officer for purposes of passing a good title, free and clear of all claims to the purchaser at the sale.
 2. The disposition of the proceeds derived from the sale at public auction will be as follows:
 - a. Pay all handling fees to those entitled to receive them.
 - b. Execute a report of sale of impoundment stock.
 - c. The net proceeds remaining from the sale of the estray or other livestock after the handling fees have been paid shall be delivered by the animal control officer to the city clerk. Such net proceeds shall be subject to claim by the original owner of the estray or other livestock as provided herein
 - d. If the bids are too low, the animal control officer shall have the right to refuse all bids and arrange for another public auction or sealed bidding procedure.
 3. Recovery by Owner of Sale Proceeds.
 - a. Within twelve (12) months after the sale of an estray or other livestock under the provisions of this chapter the original owner of the estray may recover the net proceeds of the sale that were delivered to the city clerk if:
 - i. The owner has provided the animal control officer with an affidavit of ownership; and
 - ii. And the animal control officer has accepted the affidavit of ownership.
 - b. After the expiration of twelve (12) months from the sale of an estray or other livestock as provided by this section, the sale proceeds shall escheat to the city. If an animal was forfeited to the city due to no bidders at auction, then the city is not liable to owner for any proceeds of sale, since no proceeds were received.
- E. Use of Estray and Livestock. During the period of time an estray or other livestock is held by one who impounded the estray or other livestock, it may not be used by any person for any purpose.

- F. Death of Estray and Livestock. If the estray or other livestock dies or escapes while held by the person who impounded it, the person shall report the death or escape to the animal control officer. The report shall be filed in the records regarding the impoundment.

Section 25: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 26: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 27: That nothing in this ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 28: That the City Clerk is hereby ordered and directed to cause this ordinance to be published twice on consecutive weeks in the official city newspaper.

PASSED AND APPROVED by the Governing Body on this 17th day of March, 2025.

(SEAL)

Bill Young, Mayor

ATTEST

Emerald Ashlock, City Clerk

APPROVED AS TO FORM

Ashlyn Lindskog, City Attorney