



EL DORADO

THE FINE ART OF LIVING WELL

City of El Dorado, KS
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TO: City Commission
FROM: Kristina Traina, Administrative Assistant
SUBJ: Work Session Meeting Agenda
DATE: July 15, 2020

A Work Session is scheduled for July 15, 2020 at 5:00 pm in the Commission Chambers at City Hall, 220 E. First Avenue. The following items will be presented:

I. ITEMS FOR PRESENTATION AND DISCUSSION

- a. 2021 Budget

II. July 20, 2020 REGULAR AGENDA REVIEW

a. Consent Agenda

- i. City Commission Minutes
- ii. Appropriation Ordinance

b. Old Business

- i. Consideration of the Independent Audit of the Financial Statements for Year-Ending December 31, 2019, prepared by Berberich Trahan & Co., P.A.

c. New Business

- i. Police Department Equipment Plan
- ii. Liquor Tax Ordinance
- iii. Transient Guest Tax Charter Ordinance
- iv. Alley Vacation 209 Bel Aire

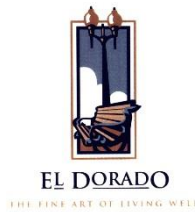
d. Items for Discussion

- i. Downtown Parking
- ii. SUP at 105 N Arthur

III. REPORTS

- a. City Commission Reports
- b. City Manager's Report

City Manager's Office
David B. Dillner
City Manager
220 E. First Avenue
El Dorado, KS 67042



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TO: City Commission
CC: Department Directors
FROM: David Dillner, City Manager
SUBJ: 2021 Budget Information
DATE: July 10, 2020

Per the discussion on July 8, 2020, I am providing the following information for the City Commission's review prior to the Budget Work Session scheduled for July 15, 2020.

1. The accompanying spreadsheet shows the items selected by the City Commission for inclusion in the proposed 2021 budget based on the discussion last week. The selections are still in draft form and may be changed based on further discussion by the City Commission. I am also sending an electronic copy of the spread sheet to each governing body member so you may make selects as you see fit to explore different options and its impact on the budget of each fund.
2. The total amount required for merit options is shown below. The City Commission is reminded that any selection for a merit increase must carry-through to other funds so as to preserve organizational equity. The City budgets the full cost of a merit increase as if all employees were to receive the full amount, although not all employees will receive the full increase. Therefore, the actual cost of a merit increase will be less than the budgeted amount. The cost-of-living adjustment (COLA) is the exception to this rule because everyone would receive the adjustment as a means of keeping wages aligned with the increasing cost of inflation.

Budgeted Cost of 3% Merit Increase (*all funds*): \$235,724
Budgeted Cost of 2% Merit Increase (*all funds*): \$154,287
Budgeted Cost of 1% Merit Increase (*all funds*): \$72,849
Budgeted Cost of 0.5% COLA (*all funds*): \$36,425

3. The City Commission has the option of funding Cell Phone Allowances and the Safety Incentive. I have not explained these two items very well during the budget discussions. Thirty-one employees are paid a monthly \$40 allowance as the use their personal cell phones for official business. The stipend allows employees to be at least partially compensated for use of the personal cell phones, which saves the City money because we do not have to purchase a cell phone and its monthly data plan. In total, the City budgets \$15,600 on the Cell Phone Allowance across all departments.

Employees also receive \$75 per quarter to incentivize safe behavior of the job. Employees who have a lost time accident, or that are responsible for an accident or incident that causes damage to city property, vehicles, or equipment, or that violate a documented safety policy lose the incentive for that quarter. The City budgets \$41,100 on the Safety Incentive across all departments.

4. The total projected surplus for each fund is as follows:

Fund	Projected Surplus/(Deficit)
General	\$80,925
Bond & Interest	\$48,279
Airport	(\$6,499)
Senior Center	\$176
Major Street	\$29,939
Stormwater	(\$9,737)
Tourism	\$63,391
Water	\$125,121
Sewer	\$93,007
Refuse	\$49,230
CNG	\$0
Industrial	(\$15,830)
TOTAL	\$458,002

Per City policy, *“any funds in excess of the minimum balance may be allocated to one-time governmental purposes at the discretion of the governing body. In the event the cash reserve falls below the minimum balance, the City Manager will report such event to the governing body and with a plan to return the cash reserve to at least the required minimum balance within a reasonable period of time.”*

5. The City currently provides El Dorado Main Street with \$30,000 per year for services outlined in the Memorandum of Understanding dated September 3, 2019.

El Dorado Inc. receives \$68,500 as compensation for the services outlined in the Memorandum of Understanding dated August 22, 2018. In addition, the City provides matching funds of up to one mill (approximately \$96,000) based on the amount collected by Inc. from member investors. Last year, Inc. collected about \$55,000 from members so the City’s matching contribution was equal to about half of a mill. Therefore, the total amount paid to Inc. each year is about \$123,500. The actual amount varies from year to year based on member contributions.

I have included copies of each organization’s memorandum of understanding and work plan for the City Commission’s information. The City does not presently have a memorandum of understanding with the Chamber of Commerce, although the Chamber has stated its interest in providing certain services related to marketing and tourism. I have also provided a proposal submitted by the Chamber for the Commission’s information. The final details of any agreement are still subject to negotiation and Commission approval.

GENERAL FUND (Initial)		GENERAL FUND (Modified)		"A La Carte" Menu (Reductions)		"A La Carte" Menu (Additions)		"A La Carte" Worksheet (Reductions)		"A La Carte" Worksheet (Additions)	
Projected Revenue		Projected Revenue		7-Day Pool \$ 131,820		Add'l Firefighter per Shift \$ 211,899 Snow Removal KDOT/KTA \$ 154,014		5-Day Pool \$ 107,790			
Property Taxes	\$ 3,368,322	Property Taxes	\$ 3,368,322								
Sales Tax	\$ 2,574,351	Sales Tax	\$ 2,574,351								
Franchise Fees	\$ 1,846,407	Franchise Fees	\$ 1,846,407	Park Flowers	\$ 40,000						Snow Removal "Modified" KDOT/KTA \$ 95,836
Other Taxes	\$ 353,425	Other Taxes	\$ 353,425	Recreation Concessions	\$ 26,497	Equipment Replacement	\$ 150,000				
Licenses/Permits	\$ 111,439	Licenses/Permits	\$ 111,439	Pool Concessions	\$ 10,010	Equipment Replacement	\$ 100,000				
Intergovt Revenue	\$ 57,105	Intergovt Revenue	\$ 57,105	July 4th Fireworks	\$ 8,000	Equipment Replacement	\$ 75,000				
Charges for Services	\$ 1,092,307	Charges for Services	\$ 1,092,307			Equipment Replacement	\$ 50,000	Municipal Band	\$ 7,000		
Fines/Forfeitures	\$ 373,373	Fines/Forfeitures	\$ 373,373	July 4th Celebration	\$ 5,000	Employee Merit (3%)	\$ 124,626				
Miscellaneous	\$ 406,157	Miscellaneous	\$ 406,157			Employee Merit (2%)	\$ 80,223	Basketball Program	\$ 4,104		
Projected Revenue	\$ 10,182,886	Projected Revenue	\$ 10,182,886			Employee Merit (1%)	\$ 35,819	Spring Soccer Program	\$ 3,957		
				Police Officer	\$ 76,000	Cost-of-Living Adjustment (0.5%)	\$ 17,910				
Expenditures		Expenditures		Safety Incentive	\$ 20,850	Enhanced Lifeguard Pay (\$9.00 start)	\$ 20,000	Assistant Court Clerk	\$ 58,000	Enhanced Police Pay (\$20.03 start)	\$ 53,707
Administration	\$ 689,820	Administration	\$ 625,586	Cell Phone Allowance	\$ 8,400	Detective	\$ 74,631				
Engineering	\$ 768,825	Engineering	\$ 762,026			PW Maintenance Worker	\$ 52,366	Employee Christmas Party	\$ 7,000		
Legal/Judicial	\$ 244,912	Legal/Judicial	\$ 185,804	Main Street MOU	\$ 30,000	PR Equipment Operator	\$ 49,000				
Environmental Ser	\$ 104,301	Environmental Ser	\$ 103,132			PR Equipment Operator	\$ 49,000	Building Demolition	\$ 16,000		
Police	\$ 2,657,356	Police	\$ 2,548,852	LKM Dues	\$ 5,500	PT Downtown Parking Officer	\$ 16,000				
Fire	\$ 1,791,937	Fire	\$ 1,772,232	Commission Data	\$ 3,000	City Hall Doors and Windows	\$ 65,000				
Park Maintenance	\$ 378,748	Park Maintenance	\$ 334,956	Crime Stoppers	\$ 3,000	Enhanced Downtown Planter Boxes	\$ 50,000				
Animal Control	\$ 168,995	Animal Control	\$ 167,204					Chamber Dues	\$ 2,500	Enhanced Building Demolition	\$ 9,000
Cemetery	\$ 214,966	Cemetery	\$ 212,764	Mayor's Dinner	\$ 2,500	Law Enforcement Explorer Post	\$ 7,500				
Recreation	\$ 716,633	Recreation	\$ 672,568			Commission Discretionary Funds	\$ 100,000				
Swimming Pool	\$ 143,040	Swimming Pool	\$ -			Promise Program	\$ -				
Prairie Trails	\$ 492,660	Prairie Trails	\$ 489,636			Municipal Band Centennial	\$ -				
Transfers	\$ 2,049,859	Transfers	\$ 1,862,307			City Sesquicentennial Celebration	\$ -				
Expenditures	\$ 10,422,052	Expenditures	\$ 9,737,067			Friends of the Lake	\$ -				
	\$ (239,166)	Surplus/(Deficit)	\$ 445,819			Chamber of Commerce MOU	\$ -				
		Returned Reductions	\$ 206,351					Total	\$ 206,351	Total	\$ 158,543
		Additions	\$ 158,543								
		Surplus/(Deficit)	\$ 80,925								
Target Minimum	\$ 1,360,513	Projected Fund Balance	\$ 3,912,133								
Target Maximum	\$ 2,267,522										

BOND AND INTEREST FUND <i>(Initial)</i>		BOND AND INTEREST FUND (Modified)		"A La Carte" Menu <i>(Reductions)</i>	"A La Carte" Menu <i>(Additions)</i>	"A La Carte" Worksheet <i>(Reductions)</i>	"A La Carte" Worksheet <i>(Additions)</i>
Projected Revenue		Projected Revenue					
Property Taxes	\$ 1,054,348	Property Taxes	\$ 1,054,348				
Other Taxes	\$ 112,463	Other Taxes	\$ 112,463				
Special Assessments	\$ 318,621	Special Assessments	\$ 318,621				
Interest Earnings	\$ 120,763	Interest Earnings	\$ 120,763				
Transfer from GF	\$ 200,000	Transfer from GF	\$ 200,000				
Miscellaneous	\$ 28,000	Miscellaneous	\$ 28,000				
Projected Revenue		Projected Revenue					
	\$ 1,834,195		\$ 1,834,195				
Expenditures		Expenditures					
Contractual Services	\$ 1,000	Contractual Services	\$ 1,000				
Debt Service	\$ 1,784,916	Debt Service	\$ 1,784,916				
Expenditures		Expenditures					
	\$ 1,785,916		\$ 1,785,916				
		Surplus/(Deficit)					
	\$ 48,279		\$ 48,279				
		Returned Reductions					
			\$ -				
		Additions					
			\$ -				
		Surplus/(Deficit)					
			\$ 48,279				
		Projected Fund Balance					
			\$ -				

AIRPORT FUND (Initial)		AIRPORT FUND (Modified)		"A La Carte" Menu (Reductions)		"A La Carte" Menu (Additions)		"A La Carte" Worksheet (Reductions)		"A La Carte" Worksheet (Additions)							
Projected Revenue		Projected Revenue		Safety Incentive \$ 300 Cell Phone Allowance \$ 480		Employee Merit (3%) \$ 1,495 Employee Merit (2%) \$ 996 Employee Merit (1%) \$ 497 Cost-of-Living Adjustment (0.5%) \$ 250 Equipment Replacement \$ -											
Property Taxes	\$ 95,963	Property Taxes	\$ 95,963														
Other Taxes	\$ 9,135	Other Taxes	\$ 9,135														
Charges for Services	\$ 166,300	Charges for Services	\$ 166,300														
Miscellaneous	\$ 7,770	Miscellaneous	\$ 7,770														
Projected Revenue \$ 279,168		Projected Revenue \$ 279,168															
Expenditures		Expenditures															
Personnel	\$ 70,508	Personnel	\$ 69,728														
Contractual	\$ 40,200	Contractual	\$ 40,200														
Commodities	\$ 89,750	Commodities	\$ 89,750														
Transfers	\$ 45,000	Transfers	\$ -					Maintenance Hangar Roof \$ 40,000									
Debt Service	\$ 45,989	Debt Service	\$ 45,989														
Expenditures \$ 291,447		Expenditures \$ 245,667															
\$ (12,279)		Surplus/(Deficit) \$ 33,501															
		Returned Reductions \$ 40,000															
		Additions \$ -						Total \$ 40,000		Total \$ -							
Surplus/(Deficit) \$ (6,499)																	
Target Minimum	\$ 25,218	Projected Fund Balance \$ 85,814										"A La Carte" Menu (Revenue)					
Target Maximum	\$ 63,046											Hangar Rental Increase (3%) \$ 4,989					
												Hangar Rental Increase (5%) \$ 8,315					
				Hangar Rental Increase (7%) \$ 11,641													

SENIOR CENTER FUND <i>(Initial)</i>			SENIOR CENTER FUND <i>(Modified)</i>			"A La Carte" Menu <i>(Reductions)</i>			"A La Carte" Menu <i>(Additions)</i>			"A La Carte" Worksheet <i>(Reductions)</i>			"A La Carte" Worksheet <i>(Additions)</i>		
Projected Revenue			Projected Revenue			Safety Incentive \$ 300 Cell Phone Allowance \$ -			Employee Merit (3%) \$ 1,382 Employee Merit (2%) \$ 921 Employee Merit (1%) \$ 461 Cost-of-Living Adjustment (0.5%) \$ 230								
Property Taxes	\$	47,180	Property Taxes	\$	47,180												
Miscellaneous	\$	48,950	Miscellaneous	\$	48,950												
Projected Revenue			Projected Revenue														
Expenditures			Expenditures														
Personnel	\$	68,924	Personnel	\$	68,624												
Contractual	\$	26,230	Contractual	\$	26,230												
Commodities	\$	1,100	Commodities	\$	1,100												
Expenditures			Expenditures														
	\$	96,254		\$	95,954												
	\$	(124)	Surplus/(Deficit)	\$	176												
			Returned Reductions	\$	-												
			Additions	\$	-												
			Surplus/(Deficit)												Total		
				\$	176										\$	-	\$ -
			Projected Fund Balance														

[illegible]

[illegible]

TOURISM FUND (Initial)			TOURISM FUND (Modified)														
Projected Revenue			Projected Revenue			"A La Carte" Menu (Reductions)			"A La Carte" Menu (Additions)			"A La Carte" Worksheet (Reductions)			"A La Carte" Worksheet (Additions)		
Transient Guest Tax	\$	170,000	Transient Guest Tax	\$	170,000	Safety Incentive	\$	300	Employee Merit (3%)	\$	1,639						
Rentals	\$	50,000	Rentals	\$	50,000	Cell Phone Allowance	\$	-	Employee Merit (2%)	\$	1,092						
Concessions/Leases	\$	35,400	Concessions/Leases	\$	35,400	Branding Campaign Initiatives	\$	25,000	Employee Merit (1%)	\$	546						
						El Dorado Broncos	\$	10,000	Cost-of-Living Adjustment (0.5%)	\$	273						
						Ballet in the Park	\$	1,000	Branding Campaign Initiatives	\$	50,000						
									Branding Campaign Initiatives	\$	15,000						
									Branding Campaign Initiatives	\$	10,000						
									Lake Promotion	\$	75,000						
									Lake Promotion	\$	50,000						
									Lake Promotion	\$	25,000						
									Assistant Marketing Specialist	\$	52,000						
									Concert Series	\$	12,000						
									Concert Series	\$	10,000						
									Concert Series	\$	5,000						
									Event Planning	\$	25,000						
									Event Planning	\$	15,000						
									Event Planning	\$	10,000						
									Marketing Grant Program	\$	10,000						
									Marketing Grant Program	\$	7,500						
									Marketing Grant Program	\$	5,000						
									Chamber of Commerce MOU	\$	-						

SEWER FUND <i>(Initial)</i>		SEWER FUND <i>(Modified)</i>		"A La Carte" Menu <i>(Reductions)</i>		"A La Carte" Menu <i>(Additions)</i>		"A La Carte" Worksheet <i>(Reductions)</i>		"A La Carte" Worksheet <i>(Additions)</i>	
Projected Revenue		Projected Revenue									
Domestic Sales	\$ 1,094,032	Domestic Sales	\$ 1,094,032	Safety Incentive	\$ 2,169	Employee Merit (3%)	\$ 14,126				
Readiness-to-Serve Fees	\$ 986,415	Readiness-to-Serve Fees	\$ 986,415	Cell Phone Allowance	\$ 831	Employee Merit (2%)	\$ 9,417				
Bulk Sales	\$ 475,000	Bulk Sales	\$ 475,000			Employee Merit (1%)	\$ 4,708				
Transfer from Water	\$ -	Transfer from Water	\$ -			Cost-of-Living Adjustment (0.5%)	\$ 2,354				
Miscellaneous	\$ 88,450	Miscellaneous	\$ 88,450			Equipment Replacement	\$ 100,000				
						Equipment Replacement	\$ 75,000				
						Equipment Replacement	\$ 50,000				
						Residential CIPP (apprx. 6,400 feet)	\$ 200,000				
						Residential CIPP (apprx. 4,800 feet)	\$ 150,000				
						Residential CIPP (apprx. 3,200 feet)	\$ 100,000				
						Residential CIPP (apprx. 1,600 feet)	\$ 50,000				
						Transfer to General Fund	\$ 75,000				
						Transfer to General Fund	\$ 50,000				

REFUSE FUND <i>(Initial)</i>		REFUSE FUND (Modified)		"A La Carte" Menu <i>(Reductions)</i>		"A La Carte" Menu <i>(Additions)</i>		"A La Carte" Worksheet <i>(Reductions)</i>		"A La Carte" Worksheet <i>(Additions)</i>	
Projected Revenue		Projected Revenue		Safety Incentive \$ 2,850 Cell Phone Allowance \$ 624		Employee Merit (3%) \$ 13,154 Employee Merit (2%) \$ 8,770 Employee Merit (1%) \$ 4,385 Cost-of-Living Adjustment (0.5%) \$ 2,192 Equipment Replacement \$ 100,000 Equipment Replacement \$ 75,000 Equipment Replacement \$ 50,000 Transfer to General Fund \$ 75,000 Transfer to General Fund \$ 50,000					
Domestic Sales	\$ 800,000	Domestic Sales	\$ 800,000								
Commercial Sales	\$ 424,000	Commercial Sales	\$ 424,000								
Industrial Sales	\$ 250,000	Industrial Sales	\$ 250,000								
Miscellaneous	\$ 94,350	Miscellaneous	\$ 94,350								
Projected Revenue \$ 1,568,350		Projected Revenue \$ 1,568,350									
Expenditures		Expenditures									
Administration	\$ 1,213,900	Administration	\$ 1,210,426								
Transfer to Equip Res	\$ 59,124	Transfer to Equip Res	\$ -								
Transfer to DP	\$ 171,570	Transfer to DP	\$ 171,570								
Transfer to GF	\$ 78,000	Transfer to GF	\$ 78,000					Transfer to Equip Res \$ 59,124			
Expenditures \$ 1,522,594		Expenditures \$ 1,459,996									
\$ 45,756		Surplus/(Deficit) \$ 108,354									
		Returned Reductions \$ 59,124									
		Additions \$ -									
		Surplus/(Deficit) \$ 49,230						Total \$ 59,124		Total \$ -	
Target Minimum	\$ 239,432	Projected Fund Balance \$ 797,387				"A La Carte" Menu <i>(Revenue)</i>					
Target Maximum	\$ 399,054					Residential Rate Increase (2%) \$ 16,000					
						Residential Rate Increase (3%) \$ 24,000					
						Residential Rate Increase (5%) \$ 40,000					
						Commercial Rate Increase (2%) \$ 8,480					
						Commercial Rate Increase (3%) \$ 12,720					
						Commercial Rate Increase (5%) \$ 21,200					
						Industrial Rate Increase (2%) \$ 5,000					
						Industrial Rate Increase (3%) \$ 7,500					
						Industrial Rate Increase (5%) \$ 12,500					

COMPRESSED NAT GAS FUND (Initial)			COMPRESSED NAT GAS FUND (Modified)			"A La Carte" Menu (Reductions)			"A La Carte" Menu (Additions)			"A La Carte" Worksheet (Reductions)			"A La Carte" Worksheet (Additions)		
Projected Revenue			Projected Revenue						Equipment Replacement\$ -								
External Fuel Sales	\$	20,000	External Fuel Sales	\$	20,000												
External Fuel Sales	\$	13,450	External Fuel Sales	\$	13,450												
Miscellaneous	\$	-	Miscellaneous	\$	-												
Projected Revenue\$ 33,450			Projected Revenue\$ 33,450														
Expenditures			Expenditures														
Administration	\$	33,450	Administration	\$	33,450												
Expenditures\$ 33,450			Expenditures\$ 33,450														
\$ -			Surplus/(Deficit)\$ -														
			Returned Reductions\$ -														
			Additions\$ -														
Surplus/(Deficit)\$ -			Surplus/(Deficit)\$ -									Total\$ -			Total\$ -		
Target Minimum	\$	3,048	Projected Fund Balance\$ 88,777														
Target Maximum	\$	5,080															

INDUSTRIAL MILL LEVY FUND <i>(Initial)</i>			INDUSTRIAL MILL LEVY FUND (Modified)			"A La Carte" Menu <i>(Reductions)</i>		"A La Carte" Menu <i>(Additions)</i>		"A La Carte" Worksheet <i>(Reductions)</i>		"A La Carte" Worksheet <i>(Additions)</i>	
Projected Revenue			Projected Revenue			El Dorado Inc. MOU \$ 68,500 El Dorado Inc. Matching Funds \$ 55,000							
Property Taxes	\$	96,155	Property Taxes	\$	96,155								
Other Taxes	\$	8,655	Other Taxes	\$	8,655								
Lease Revenue	\$	2,860	Lease Revenue	\$	2,860								

ECO DEVO SALES TAX FUND (Initial)			ECO DEVO SALES TAX FUND (Modified)			"A La Carte" Menu (Reductions)			"A La Carte" Menu (Additions)			"A La Carte" Worksheet (Reductions)			"A La Carte" Worksheet (Additions)		
Projected Revenue			Projected Revenue												Industrial Marketing\$68,500		
Sales Tax\$100,000			Sales Tax\$100,000														
Projected Revenue\$100,000			Projected Revenue\$100,000														
Expenditures			Expenditures														
Contractual\$100,000			Contractual\$100,000														
			</														

INTERNAL SERVICES FUND (<i>Initial</i>)	INTERNAL SERVICES FUND (<i>Modified</i>)	"A La Carte" Menu (<i>Reductions</i>)	"A La Carte" Menu (<i>Additions</i>)	"A La Carte" Worksheet (<i>Reductions</i>)	"A La Carte" Worksheet (<i>Additions</i>)
Projected Revenue Internal Fees \$ 1,290,000 Miscellaneous \$ 1,200	Projected Revenue Internal Fees \$ 1,290,000 Miscellaneous \$ 1,200	Safety Incentive \$ 4,200 Cell Phone Allowance \$ 2,640	Employee Merit (3%) \$ 27,022 Employee Merit (2%) \$ 18,016 Employee Merit (1%) \$ 9,007 Cost-of-Living Adjustment (0.5%) \$ 4,505		
Project Total	Project Total				
Expenditures Administration \$ 966,257 IT Services \$ 343,084	Expenditures Administration \$ 959,417 IT Services \$ 343,084				
Total Expenditures	Total Expenditures				
Surplus/(Deficit)	Returned Reductions \$ - Additions \$ - Total Surplus/(Deficit) \$ (11,301) Projected Fund Balance \$ (436,687)			Total	Total
				\$ -	\$ -

Department	Full Time Employees (Budgeted)	Current # of FTEs	Part-time Positions (Budgeted)	Current # of Part Time Employees	Personnel Budget
Engineering	6	6			\$ 502,465
Court	1	0			\$ 81,862
Environmental Services	1	1			\$ 86,401
Police	28	23	1	1	\$ 2,402,106
Fire	17	16			\$ 1,456,256
Parks	4	4	11	9	\$ 280,223
Animal Control	2	2			\$ 132,345
Cemetery	2	2	8	5	\$ 162,716
Recreation	6	6	40	22	\$ 506,583
Swimming Pool	0	0	38	16	\$ 89,440
Prairie Trails	3	2	4	9	\$ 223,460
Airport	1	1			\$ 70,508
Streets	14	12			\$ 789,505
Stormwater	7	6			\$ 274,371
Tourism	1	0	0	1	\$ 76,984
Water Admin	2.5	2.5			\$ 274,987
Water Treatment	5	5	1	1	\$ 387,681
Water Distribution	7.6	6	1	1	\$ 508,845
Sewer Admin	1.5	1.5			\$ 84,391
Sewer Treatment	5	5			\$ 419,094
Sewer Distribution	1.4	1			\$ 115,078
Refuse	11	10			\$ 622,950
Data Processing Admin	12	12			\$ 886,407
Data Processing IT	2	2			\$ 158,909
TOTAL	141	126	104	65	\$ 10,593,567

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is made and entered into as of this ___ day of August, 2018, by and between the City of El Dorado, Kansas ("City") and El Dorado, Inc. ("Corporation"), a Kansas not-for-profit corporation.

WHEREAS, the Corporation has been organized by representatives of the business community and certain government agencies in and around El Dorado, Kansas, for the purpose of promoting economic growth in the area;

WHEREAS, on November 3, 1987, the City adopted Resolution No. 1695, designating the Corporation as the Industrial Development Committee of the City;

WHEREAS, the Corporation and the City wish to continue to partner on economic development initiatives with funding allocated for such purposes as provided in Resolution No. 1695; and

WHEREAS, the City's economic development program shall be administered under the terms and conditions set forth in this Agreement, as this cooperative relationship continues to contribute importantly to the accomplishment of each entities respective exempt purposes by promoting economic development programs for the benefit of the citizens of El Dorado.

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

1. **Scopes of Services.** The Corporation agrees to provide, through its professional staff, the following services to the City:
 - a. **BUSINESS RECRUITMENT.** The Corporation shall initiate an aggressive program to identify and recruit businesses to the City. The Corporation shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. Corporation staff shall participate in joint efforts at the local, regional, and state levels to recruit new businesses to the City.
 - b. **DEVELOPMENT PROPOSALS.** The Corporation shall assist existing and prospective businesses with the preparation of development proposals for the consideration of the City. Corporation staff shall become familiar with every aspect of economic development as it applies to the City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. The Corporation shall act as a facilitator for prospective business development and shall assist in the presentation of development proposals to the various jurisdictions having oversight on the development of the City. The Corporation shall strive to develop a "one-stop shop" approach for development proposals so that a proponent of a project can get virtually all questions answered by or through the Corporation.
 - c. **MARKETING.** The Corporation shall provide support to the City and its staff in marketing the business' advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. The Corporation shall initiate such activities as it deems appropriate to ensure that the City is well represented

in the commercial and industrial real estate market both regionally and nationally.

- d. **EXISTING BUSINESS RELATIONS.** The Corporation, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with existing businesses, to assist those businesses in developing and expanding their facilities within the corporate limits of the City, and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. The Corporation's staff shall specifically and purposefully offer its services to each and every business in the City. The Corporation shall develop a means of annually contacting the managers of these businesses to inform them of the services available through the Corporation. The Corporation shall annually survey businesses to determine the potential for expansion and/or growth opportunities.
2. **Performance Standards.** The Corporation shall establish a plan of work in which the specific activities to be performed by the Corporation are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City, and shall establish performance criteria by which the Corporation's performance will be measured and evaluated. Such plan of work shall be prepared annually and shall be subject to the approval of the City Manager prior to adoption by the Corporation's Board of Directors.
3. **Policies and Procedures.** The City and Corporation agree to periodically coordinate and review policies and procedures related to economic development administered in partnership between the City and Corporation. In addition, the City and Corporation will prepare general guidelines for the administration of economic development projects.
4. **Compensation.** In consideration of the services to be provided by the Corporation, the City shall pay to the Corporation the sum of \$68,500, payable at the rate of \$34,250 on or before the fifteenth day of the months of January and July of each year during the effective period of this Agreement. The Corporation shall prepare an invoice for each semi-annual payment and submit such invoice to the City at least thirty days prior to the scheduled payment.
5. **Industrial Mill Levy Fund.** The City annually levies up to one mill for economic development initiatives that may include, but not be limited to, activities related to the development and marketing of properties owned by the City, or jointly with the Corporation, or other entities, for the specific purpose of industrial or commercial development.

A portion of the funds generated by the Industrial Mill Levy are allocated by the City as a matching contribution to the Corporation as provided by Resolution No. 1695. As such, the City agrees to annually match funds dollar for dollar based on the amount collected by the Corporation from member investors. Such matching contribution by the City shall be limited to one mill on taxable tangible property located within the corporate limits of the City.

The City shall have sole discretion on the allocation and appropriation of funds in the Industrial Mill Levy Fund, although the City reserves the right to solicit input from the Corporation on the use of such funds. It shall be the intent of both parties to use any excess funds in the Industrial Mill Levy Fund for capital expenditures or planning and preparation expenses needed for the implementation of the economic development goals of the City and to refrain from using such funds for operational expenses of either the City or the Corporation.

6. **Administrative Fees.** Understanding that both the City and the Corporation allocate time and resources to various economic projects, the City agrees to share with the Corporation half of any administrative or application fee(s) collected as a result of an economic development incentive granted by the City's governing body where the Corporation provided assistance to the project. Any such fees to be disbursed under this provision shall be remitted to the Corporation within sixty days of receipt by the City. The City and Corporation shall annually review the administrative or application fees collected for economic development projects to ensure that sufficient funds are collected to properly reimburse the City and Corporation for the majority of its out-of-pocket expenses related to such projects. Final approval of any and all administrative fees shall be at the sole discretion of the governing body of the City.
7. **Term.** This Agreement shall be in full force and effect from and after its effective date until and unless terminated by either party as provided herein.
8. **No Agency Relationship.** Notwithstanding anything to the contrary contained in this Agreement, the Corporation and its employees shall not hold itself or themselves out as, and shall not be, an agent of the City. Neither the Corporation nor its employees shall have the authority to enter into agreements, leases, or other commitments on behalf of the City.
9. **Indemnity.** Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
10. **Insurance.** The Corporation shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
11. **Termination.** Either party may terminate the Agreement, without cause, by providing the other party written notice of its intent to so terminate the Agreement. Such voluntary termination shall become effective following the conclusion of the then-current budget year.

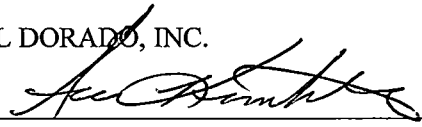
Either party may terminate the Agreement in the event the other party breaches the terms and conditions as provided herein by declaring, in writing, the other party is in default of the Agreement. The non-breaching party may elect to terminate the Agreement upon ninety days' notice to the breaching party, and this Agreement shall thereafter terminate unless the default is cured within ninety days of such notice.

12. **Duties upon Termination.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement, the Corporation will compile and prepare certain market information, client lists, databases, and other information relating to the City's operations, businesses, prospective businesses, and other information, all of which shall become the property of the City upon termination of this Agreement. The Corporation agrees to deliver to the City all such information not later than the fifth business day following termination of the Agreement. All such information shall be kept confidential by the Corporation following termination of the Agreement, and the Corporation agrees not to disclose such information to any third party except as otherwise required by law.

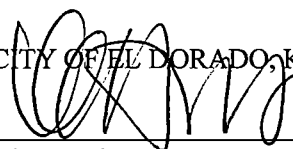
13. **Funding.** The parties acknowledge that a portion of the Corporation's ability to fulfill its obligations of the Agreement is contingent upon continued funding by its member investors, and that such funding is currently primarily comprised of voluntary private contributions and the City. The Corporation shall make reasonable efforts to gain financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts or by collecting fees for services rendered to other agencies and organizations.
14. **No Implied Appropriation of Funds.** Notwithstanding any other provision of this Agreement, the City shall not be obligated for the Corporation's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the governing body of the City appropriates funds for this Agreement in the City's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. The City shall notify the Corporation in writing of any such non-appropriation of funds for the upcoming calendar year on or before October 1st.
15. **Entire Agreement.** 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.

IN WITNESS WHEREOF, the parties hereto have set their hand this 22nd day of August, 2018, at El Dorado, Butler County, Kansas.

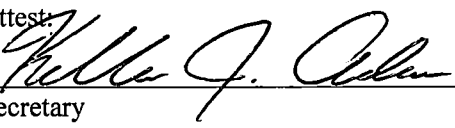
EL DORADO, INC.


Gene Kimble, President

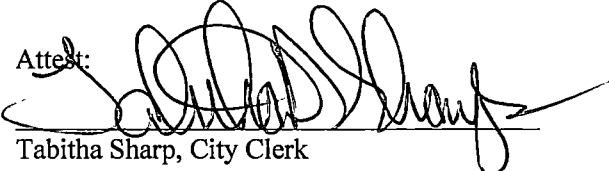
CITY OF EL DORADO, KANSAS


Vince Haines, Mayor

Attest:


Secretary

Attest:


Tabitha Sharp, City Clerk

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is made and entered into as of this 3rd day of September, 2019, by and between the City of El Dorado, Kansas ("City") and El Dorado Main Street Association ("Association"), a Kansas not-for-profit Association.

WHEREAS, the Association was organized in 1998 as a 501(c)(3) non-profit organization by representatives of the Downtown El Dorado community and other interested stakeholders of the community for the purpose of maintaining a vibrant Downtown and Historic District;

WHEREAS, the Downtown area was designated as an Historic District in October 2013;

WHEREAS, the City has supported the Association since its inception; and

WHEREAS, the City desires to continue to partner with the Association in its efforts to maintain a vibrant Downtown and Historic District.

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

1. **Scopes of Services.** The Association agrees to provide, through its professional staff, the following services to the City within the geographic boundaries of the downtown historic district ("District"):
 - a. Assisting investors and building owners in rehabilitating and preserving buildings located within the District such as obtaining grants, loans, and facilitating real estate transfers in accordance with applicable regulations and requirements;
 - b. Making Incentives Without Walls ("IWW") loans available within the District;
 - c. Offer advice and assistance to building owners and/or business owners to enable them to insure changes to the facades of their buildings meet the prescribed historic design standards and specifications;
 - d. Assist in attracting businesses and investors to the District;
 - e. Facilitate the development, maintenance, and promotion of the Downtown artscape;
 - f. Promote the District through presenting and conducting activities such as the Historic building tour and facilitating at least two other events such as: Holiday Parade and associated activities, Holly Frontier Western Celebration, and Trick-or-Treat Down the Street, or equivalent type events;
 - g. Maintaining the Veteran Banner Program and participating in the city-wide banner program; and
 - h. Working with City staff, businesses and others to ensure a downtown Historic District that provides a quality experience for those visiting the District.
2. **Performance Standards.** The Association shall establish a plan of work ("Work Plan") in which the specific activities to be performed by the Association are delineated. Such Work Plan shall specifically address the nature and scope of services to be provided to the City, and shall establish performance criteria by which the Association's performance will be measured and evaluated. Such Work Plan shall be prepared annually and shall be subject to the approval of the City Manager prior to adoption by the Association's Board of Directors.

3. **Compensation.** In consideration of the services to be provided by the Association, the City shall pay to the Association the sum of \$30,000, payable at the rate of \$15,000 on or before the fifteenth day of the months of January and July of each year during the Effective Period of this Agreement. The Association shall prepare an invoice for each semi-annual payment and submit such invoice to the City at least thirty days prior to the scheduled payment.
4. **Term.** This Agreement shall be in full force and effect from and after its Effective Date until and unless terminated by either party as provided herein.
5. **No Agency Relationship.** Notwithstanding anything to the contrary contained in this Agreement, the Association and its employees shall not hold itself or themselves out as, and shall not be, an agent of the City. Neither the Association nor its employees shall have the authority to enter into agreements, leases, or other commitments on behalf of the City.
6. **Indemnity.** Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.
7. **Insurance.** The Association shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.
8. **Termination.** Either party may terminate the Agreement, without cause, by providing the other party written notice of its intent to so terminate the Agreement. Such voluntary termination shall become effective following the conclusion of the then-current budget year.

Either party may terminate the Agreement in the event the other party breaches the terms and conditions as provided herein by declaring, in writing, the other party is in default of the Agreement. The non-breaching party may elect to terminate the Agreement upon ninety days' notice to the breaching party, and this Agreement shall thereafter terminate unless the default is cured within ninety days of such notice.

9. **Funding.** The parties acknowledge that a portion of the Association's ability to fulfill its obligations of the Agreement is contingent upon continued funding by supporters, and that such funding is currently primarily comprised of voluntary private contributions and the City. The Association shall make reasonable efforts to gain financial support through expanded support and through other funding sources, such as grants-in-aid, service contracts, or by collecting fees for services rendered to other agencies and organizations.
10. **No Implied Appropriation of Funds.** Notwithstanding any other provision of this Agreement, the City shall not be obligated for the Association's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the governing body of the City appropriates funds for this Agreement in the City's annual budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. The City shall notify the Association in writing of any such non-appropriation of funds for the upcoming calendar year on or before October 1st.

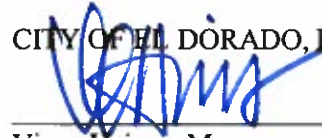
11. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 30 day of September, 2019, at El Dorado, Butler County, Kansas.

EL DORADO MAIN STREET ASSOCIATION


Frank Patton, President

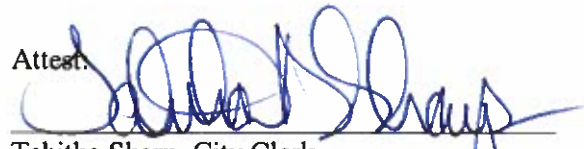
CITY OF EL DORADO, KANSAS


Vince Haines, Mayor

Attest:


Secretary

Attest:


Tabitha Sharp, City Clerk

Annual Scope of Work

#	WORK PLANS	BOARD STAFF AND VOLUNTEER TEAM LEADS	Board Chairperson & Board Approval	NOTES
	ORGANIZATION		Dickson	
1	Executive/Finance Committee	Leachman, Haahr, Dickson, Connell, Waite	X	Monthly meetings prior to Board meetings
2	Fundraising Committee	Leachman, Stands, Hagemeister, Connell	X	Annual Plan-all funding sources and timeline
3	Nominating Committee	Leachman, Dickson, Plummer	X	Chart of terms, list of potential members, organizational needs
4	Supporters Campaign	Connell, Leachman, Waite, Hagemeister	X	Classify Super Supporters, identify best contact person-timeline
5	Partnership with the City	Leachman, Connell, Waite	X	Two separate City Commission Reports annually
6	Community Partners	Leachman, Connell, Waite	X	Main Street, CVB, El Dorado, Inc., Chamber of Commerce
7	Economic Impact Report	Glendening, Leachman, Connell, Waite	X	Volunteer Hours, Investment, Sales Tax, Historic Restoration
8	KS and National Main Street	Connell, Leachman, Dickson, Hagemeister	X	National Conference, Kansas State Membership
9	Data Base Management	Nolan	X	Maestro Program data entry and reports
10	Annual Dinner	Connell, Clark, Glendening	X	Volunteer Recognition, Historic Building Awards
	ECONOMIC VITALIZATION	Hagemeister, Stands		
11	IWW & Start Up Loan Programs	Allison, Leachman, Waite	X	Review Apps, Manage Existing Loans, Submit State Reports
12	Economic Vitalization Committee	Stands, Hagemeister	X	Buchholz, Vestring, Haines, Wernli, Banks, Turner, Waite
13	Streetscape Re-Design	Dillner, Rickard, Connell Yaryan	X	Master Plan including traffic flow, parking and walkability
14	Downtown Infrastructure	Dillner, Rickard, Connell	X	Parking Lot Upgrade, Drainage, Lighting, Trash

EL DORADO MAIN STREET WORK PLANS 2020

May 13, 2020

Annual Scope of Work

	WORK PLANS	BOARD STAFF AND VOLUNTEER TEAM LEADS	Board Chairperson & Board Approval	NOTES
	DESIGN		Yaryan	
15	Veteran Banner Program	Yaryan, Plummer	X	City Banner Program: Denton, Norris, Plummer, Yaryan
16	Historic Walking Tour Map	Yaryan	X	Revise & re-publish
17	Historic District Signage	Connell	X	Commission Review, Graphic Concepts Inc., Denton
18	ArtScape2-sculpture & murals	Bailey	X	Scott, Hermreck, Guthrie, Haring, Connell, Walking Map
19	Facade Grant	Yaryan, Connell	X	Improve program, lobby for 2021 sales tax
20	Planning Department Liaison	Connell	X	Monthly contact with Jay Shivers
21	Planter Replacement	Connell	X	Meeting with City Staff in Spring 2020, date TBD
22	Historic District Guide	Yaryan	X	Updating website
	PROMOTION	Leachman, Clark, Green		
23	Thankful Thursdays	Vestring, Haahr, Nolan	X	Forpahl, Jenkins, Harmon, Waller
24	Downtown Assembly	Connell, Glendening, Clark	X	Every 90 days, Charlie's Appliance, Tuesdays, 5:30 pm
25	Historic District Forum	Connell, Clark, Glendening	X	11/4/2020
26	Energy Forum	Crenshaw, Connell, Leachman	X	Concept Proposal Submitted to Holly Frontier Sept. 24?
27	Steak Bonanza	Connell, Yaryan, Sundgren, Clark, Glendening	X	Glendening, Clark, Fellers, Fangmann, May 1, 2020
28	Trick or Treat on Main Street	Glendening, Clark	X	Sheridan, night before Halloween night, Friday Oct. 30, 2020
29	Old Fashioned Christmas	Glendening, Clark	X	Sheridan, Butler Co., Kansas Oil Museum, Sat. Dec. 5, 2020
30	Communication/Social Media	Clark, Haahr, Nolan, Yaryan	X	Facebook, Website, Gazette, Database

El Dorado Chamber of Commerce & City of El Dorado

\$200,000 annually

This would support an additional employee, printing/design, event hosting and supporting other organizations in hosting community events.

CVB:

- Lake Development/Promotion
 - Working with Lake Partners to cultivate opportunities
 - Joining/Recruiting for Friends of the Lake
- Assistance/support community events
 - Downtown Parades
 - 4th of July Celebration
 - 150th Celebration
 - Sharing/Providing City updates to community/chamber members
- City Promotion – new marketing campaign
 - Event/Opportunity Recruitment
- Maintain
 - Website
 - social media
 - digital board/tv – Channel 7.
 - Visitor's guide information
 - Calendar of Events
- Civic Center
 - Answer calls about rental information
 - Book rentals – Civic Center only
 - Walk Throughs – Civic Center only

Economic Development :

- Workforce Support
 - Job Fair
 - Career Expo
 - Job Postings
 - Creating Work Based Learning Experiences/Exposure
 - Work with City to promote summer job opportunities
 - Internship
 - Apprenticeship
 - Inspire Platform