



EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
April 5, 2021 – 6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation** – Pastor Mark Sommerville with Family Worship Center
4. **Pledge of Allegiance**

Proclamations and Recognition

5. [Fair Housing Month Proclamation](#)
6. [Child Abuse Prevention Month](#)

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

7. [El Dorado Main Street Annual Report](#) – Emily Connell, Director

8. Public Comments. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon the Mayor. Comments on personnel matters and matters pending in court are not permitted. Speakers are limited to three minutes. Any presentation is for information purposes only; no action will be taken.

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

9. Approval of [City Commission Minutes from March 15, 2021 and Special City Commission Minutes from March 10, 2021.](#)
10. Approval of Cereal Malt Beverage License for IAATT Dining, LLC (Taco Tico), located at 2521 West Central.

Old Business

11. None

New Business

12. [Liquor Tax Allocations](#)
13. [Commission Pay Charter Ordinance](#)
14. [Transient Guest Tax Charter Ordinance](#)
15. [Project #560 Sanitary Sewer South Haverhill Public Hearing](#)
16. [District 142 Close-Out Public Hearing](#)
17. [Black and Veatch Professional Services Agreement for the Water Capacity and Treatment Study](#)

18. Garver Professional Services Agreement for the Sanitary Sewer Master Plan Project

Discussion Items

19. July 4th Fireworks Location

Reports

20. City Commission and Advisory Board Updates

21. City Manager

Executive Session

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

Commissioner _____ seconded the motion.

Adjournment

23. Consideration of a motion to adjourn the April 5, 2021 regular meeting

**EL DORADO LAND BANK BOARD OF TRUSTEES AGENDA
CITY HALL – 220 E. FIRST AVENUE
April 5, 2021 – Following City Commission Meeting**

1. Call to Order

2. Roll Call

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.*)

3. None

Old Business

4. None

New Business

5. [Acquisition of 307 South Atchison to El Dorado Land Bank](#)

Reports

6. City Commission and Advisory Board Updates

7. City Manager

Adjournment

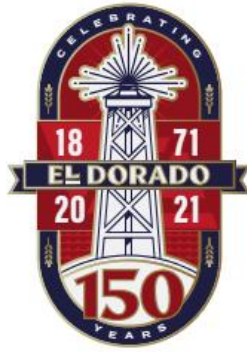
8. Consideration of a motion to adjourn the April 5, 2021 regular meeting

PUBLIC COMMENT POLICY:

Citizens are encouraged to address the City Commission during regularly scheduled meetings. This policy is intended to provide some guidelines to ensure that all El Dorado citizens have a chance to address the Commission.

1. Each citizen will state their name and address before making comments.
2. There are no residency requirements.
3. Each citizen will have 3 minutes to present his or her comments.
4. An extension of time, if necessary, may be approved but must be by a majority of the City Commission.
5. Comments or questions will be directed only to the City Commission.
6. Citizens will follow the decorum policy.
7. Debate or argument between parties in the audience will not be allowed.
8. Certain legal issues may not be discussed. (Examples include but are not limited to personnel issues, lawsuits, etc.)
9. Violation of this public comment policy will result in the citizen being directed to cease or resume sitting.

Approved by the Commission this 2nd day of May 2005.



PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, 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

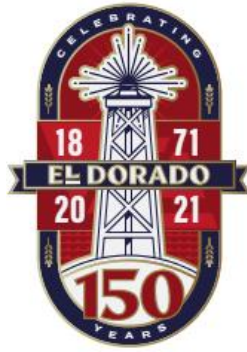
And express the hope that this year's observance will promote fair housing practices throughout the City.

Dated this 5th day of April 2021.

Mayor Bill Young

Seal

Tabitha Sharp, City Clerk



PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

WHEREAS, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, child abuse and neglect can be prevented by supporting and strengthening Kansas families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

WHEREAS, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

WHEREAS, by providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

NOW, THEREFORE, I, Bill Young, Mayor of the City of El Dorado, Kansas, do hereby proclaim April 2021 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 the ways in which it affects to our community.

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas to be affixed the 5th day of April, 2021.

Seal

Mayor Bill Young

Tabitha Sharp, City Clerk



EL DORADO
MAIN STREET

116 W. Pine
El Dorado, KS 67042
316-321-3088

March 12, 2021

David Dillner, City Manager
City Hall
220 E 1st Avenue
El Dorado, Kansas 67042

Hello David,

As you requested, I am sending you Main Street's 2021 Work Plan Chart for distribution and review by our Mayor and City Commissioners prior to Main Street's Annual Commission Report – Monday, April 5th.

The Work Plans all derive from our 2021 Annual Goals, as well as, our MOU with the City (attached for reference).

Working with Tabitha, several Work Plans relate directly to the 150th Anniversary Year of Celebration and will be branded as such:

Work Plan #11 Volunteer Appreciation Event- Collaboration with Kansas Oil Museum

Nonprofit agencies and businesses, city-wide, will be invited to participate in an out-door picnic supper with live entertainment at the Oil Museum. Each organization will be asked to wear identifying tee-shirts, hat or fun apparel. Awards will be decided upon by organizational leadership and presented with fanfare on the stage. The goal is to have El Dorado actually understand the magnitude of the volunteer contribution to the life and well- being of the community. The intent is to present the statistics and assigned dollar value of everyone's combined volunteer effort...an enormous value that does not usually get reflected in our organizational budgets. The Commission will be invited to be part of the program...stay tuned for developments. Please save the date: Monday, September 20th.

Work Plan #23 Sunflower Mural Plaza (working title) - Collaboration with Main Street's ArtScape2 Committee, City staff and adjacent businesses.

The plan is to work with the City to complete the work of making the cleared area behind Dwight's Barber Shop into a pedestrian amenity to enhance the Downtown experience. The project includes: re- surfacing, interactive mural, seating, sculpture installation, additional fencing, lighting and trash receptacle. Grant funding has been identified and is being sought for all elements not related to safety. Other furnishings added as funding is procured. The goal is to have a beautiful mural finished by Celebration Day - Saturday, September 11th. The Mural Plaza will be dedicated as a 150th Anniversary event.

Work Plan #30 Old Fashioned Christmas Parade

Parade will echo 150th Anniversary Theme expressed in the Anniversary Parade in Sept... just with lights, night time sparkles and sign messaging.

Work Plan # 32 (Not yet shown on chart.) Downtown retail Initiative for Saturday (possibly Friday, too) of week-end of 150th Celebration.

In process: Main Street's Thankful Thursday Group is identifying leadership and participation expectations. Note: Main Street is currently in conversation with Pioneer Balloon to provide Downtown décor to heighten festivities. Tabitha will be informed of possibilities as they develop... final decisions will all be reviewed/approved by her. There may be new welcome banners, as well??

Best,

Emily Connell, Director
El Dorado Main Street, Inc.
316-452-1887: Cell

EL DORADO MAIN STREET WORK PLANS 2021

Updated: March 10, 2021

Annual Scope of Work

#	WORK PLANS	BOARD STAFF AND VOLUNTEER TEAM LEADS	Board Chairperson & Board Approval	NOTES
	ORGANIZATION		Leachman	
1	Executive/Finance Committee	Leachman, Christensen, Connell, Manke, Green	X	Monthly meetings prior to Board meetings
2	Fundraising Committee	Leachman, Waite, Connell	X	Annual Plan-all funding sources and timeline
3	Nominating Committee	Leachman, Yaryan, Connell	X	Chart of terms, list of potential members, organizational needs
4	Supporters Campaign	Connell, Leachman, Waite, Clark, Glendening	X	Classify Super Supporters, identify best contact person-timeline
5	Partnership with City of El Dorado	Leachman, Christensen, Waite, Manke, Connell	X	City Commission Annual Report/MOU Compliance/Funding
6	Community Partners	Leachman, Connell	X	Main Street, El Dorado, Inc., Chamber, City of El Dorado
7	Economic Impact Report	Leachman, Christensen, Waite, Glendening	X	Volunteer Hrs, Investment, Sales Tax, Historic Restoration
8	KS and National Main Street	Leachman, Christensen, Connell	X	National Conference, Kansas State Membership, Training
9	Data Base Management	Nolan, Yaryan	X	Maestro Program data entry and reports
10	Annual Dinner/Retreat	Connell, Clark, Glendening, Leachman	X	Volunteer Recognition, Historic Building Awards
11	Volunteer Appreciation Event	Connell, Tonn	X	Collaboration with Kansas Oil Museum - Mon., Sept. 20, 2021
	ECONOMIC VITALIZATION		Waite	
12	IWW & Start Up Loan Programs	Allison, Green, Leachman, Waite, Yaryan	X	Review Apps, Manage Existing Loans, Submit State Reports
13	Economic Vitalization Committee	Waite, Christensen, Connell	X	Buchholz, Haines, Wernli, Banks, Turner
14	Downtown Master Plan	Christensen, Dillner, Rickard, Connell	X	Steering Committee: Interview Survey In Progress
15	Downtown Infrastructure	Christensen, Dillner, Rickard, Connell	X	Parking Lot Upgrade, Drainage, Lighting, Trash, Traffic Flow

EL DORADO MAIN STREET WORK PLANS 2021

Updated: March 10, 2021

Annual Scope of Work

#	WORK PLANS	BOARD STAFF AND VOLUNTEER TEAM LEADS	Board Chairperson & Board Approval	NOTES
	DESIGN		Yaryan(interim)	
16	Veteran Banner Program	Yaryan, Plummer	X	City Banner Program: Norris, Plummer
17	Historic Walking Tour Map	Yaryan, Norris	X	Revise & re-publish
18	Historic District Signage	Connell, Campbell, Waller	X	Commission Review, Graphic Concepts Inc. (?)
19	ArtScape2-Sculpture/Murals/Map	Bailey, Hermreck	X	Scott, Guthrie, Haring, Wilson, Connell
20	Facade Grant	Yaryan, Connell	X	Improve program, lobby for 2022 sales tax
21	Planning Department Liaison	Connell	X	Monthly contact with Jay Shivers
22	Planter Replacement	Wernli, Connell	X	Meeting with City Staff in Spring 2021, date TBD
23	Sunflower Mural Plaza	Wernli, Hermreck, Connell, City Staff	X	Remediate safety hazard and complete proposed design
24	Historic District Guidelines	Yaryan, Connell, Nolan	X	Review and update with City Planning Dept
	PROMOTION	Leachman, Clark, Green		
25	Thankful Thursday	Manke, Connell	X	Green, Forpahl, Jenkins, Harmon, Waller, Glendening
26	Downtown Assembly	Leachman, Christensen, Glendening, Clark	X	Every 90 days, Charley's Appliance, Tuesdays, 5:00 pm
27	Historic District Forum	Connell, Clark, Glendening	X	Sharon Guthrie - Virtual Event (Planning in process)
28	Steak Bonanza	Clark, Yaryan, Sundgren, Glendening, Connell	X	Fellers, Fangmann - Friday, June 11, 2021
29	Trick or Treat Down Main Street	Glendening, Clark, Connell	X	Friday, October 29, 2021 (Halloween on Sunday in 2021)
30	Old Fashioned Christmas	Glendening, Clark, Connell, Yaryan	X	Butler County Courthouse, Kansas Oil Museum, Sat. 12-4-2021
31	Communications/Social Media	Yaryan, Haahr, Clark	X	Website (Rebuild entirely), Facebook, MailChimp, Gazette



Long Term Goal:

By 2024 to have implemented the Master Plan developed in 2021 in conjunction with the City, business and building owners, and members of the community to make the Downtown a pedestrian friendly, multi-use, aesthetically pleasing destination which preserves its historic character, celebrates community and the arts, attracts quality business, and increases quality housing opportunities.

2021 Goals:

Organization

- Develop a plan to raise \$40,000 for operating expenses by the end of January 2021. The plan should be viable for several years; be chaired by someone other than the Main Street Director and have contingencies.
- Designate a Board member to be responsible for guiding the activities occurring under each of the four Points (Organization, Design, Promotion, and Economic Vitalization) by the first Board meeting in 2021.
- Develop a communication management plan to be presented to the Board at the February Board meeting.
- Work with the new State Main Street Organization to enhance our ability to serve the El Dorado community.
- Reference City MOU in all Main Street Activity.

Design

- Artscape2:
 1. Sculptures:
 - Continue the maintenance schedule, commit to fundraising and explore the possibility of a new sculpture installation to complete the original vision of the program.
 2. Mural and Public Art Program:
 - Present mural guidelines to City Commission for approval or modification by March 1, 2021.
 - Complete Mural #1 at Sunflower Plaza by July 1, 2021.
- Veterans Banner Program:
 - Complete Veteran Banner website pages by the end of March 2021.
 - Add 12 additional Veteran Banners before Celebration of Freedom 2021.

Promotion

- Work with City leadership to celebrate El Dorado's 150-year Anniversary.
- Continue to improve the experience of Trick or Treat Down Main Street and Old Fashioned Christmas Celebrations.

Economic Vitalization

- Work with City to develop a viable, multi-year plan for meeting Main Street's Long-term Goal. Plan to be completed and approved by July 1, 2021.
- Gather Economic Data: Building sales, building permit values, property evaluations and sales tax information. Have a Quarterly reporting system in place by the end of the second quarter of 2021.
- Economic Vitalization Committee: Meet monthly to identify opportunities for improving the use of unused and under-utilized buildings and work with the Main Street Director to develop plans for taking advantage of these opportunities.

(Updated January 15, 2021)

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.

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 into 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.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

The El Dorado City Commission met in a regular session on March 15, 2021 at 6:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Engineer Scott Rickard and City Clerk Tabitha Sharp. Absent: City Attorney Ashlyn Lindskog.

VISITORS

Curt Zieman	128 N Vine	El Dorado, KS
Linda Jolly	El Dorado Inc.	El Dorado, KS
Joe Goedert	El Dorado Inc.	El Dorado, KS
Ray Connell	2520 Chase	El Dorado, KS
Herb Llewellyn	1661 Pennsylvania	El Dorado, KS
Tessa Young	1535 SW Butler Rd	Benton, KS
Zac & Beth Wittenberg	1730 Lakeland Ct	El Dorado, KS
Eddie Simmons	421 Simpson	El Dorado, KS
Jim Miller	345 Hunton Rd	El Dorado, KS
Michael Ehret	640 Hunton	El Dorado, KS
Sharon Fox	337 Simpson	El Dorado, KS
Reed Campbell	428 Simpson	El Dorado, KS
Dana Jordan	425 N Hunton	El Dorado, KS
Kevin Wishart	342 N Simpson	El Dorado, KS
Jack and Laletia Perry	512 Hunton Rd	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the March 15, 2021 meeting to order.

INVOCATION

Pastor David Crook, First Southern Baptist Church, opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PERSONAL APPEARANCE

Linda Jolly, Director of El Dorado Inc., presented the annual report for El Dorado Inc.

Commissioner Matt Guthrie asked if she could talk about the reach of the e-mail blasts.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Ms. Jolly stated that they sent about 600 e-mails out, five of those have had direct contact with staff, and two are moving forward with potential projects. She stated that they will be sending another e-mail blast out to approximately 1,500 soon.

Commissioner Guthrie asked how that compared to the past.

Ms. Jolly stated that they would not have sent nearly as many e-mails in the past, and it has made people within the State of Kansas more aware of El Dorado. She stated that it has also enabled Inc. to do more follow up and direct contact with other groups.

Mayor Bill Young stated that it's important to point out that the partner agencies that work with staff have been able to help the local businesses a lot in the last year. He stated that he appreciated their work with new and current businesses.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

CONSENT AGENDA

Approval of City Commission Minutes from March 1, 2021 and Special City Commission Minutes from February 24, 2021.

Approval of Appropriation Ordinance No. 02-21 in the amount of \$1,625,513.79.

Commissioner Nick Badwey moved to approve the consent agenda as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

DISCUSSION ITEMS

EFABC RESPONSE

City Manager David Dillner stated that per the Commission's request, he sent a letter to the EFABC listing the concerns of the Commission regarding the stadium. He stated that the City received a response last week and the Commission has indicated that they are ready to discuss it. He reminded them that a decision to leave the EFABC must be made by May 15th in order to do so under the current contract.

Ray Connell, 2520 Chase, stated that he was representing BG Products as their legal counsel this evening. He stated that BG Products is here because of community partnerships. He stated that image and cooperation are very important in continuing these partnerships.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Commissioner Matt Guthrie asked if the City had a representative on the YMCA's board.

City Manager Dillner stated that there was not a representative of the city on that board.

Herb Llewellyn, 1661 Pennsylvania, stated that he was sad that the Commission was considering this. He stated that the Commission was aware what they were getting into when they built the stadium. He encouraged them to have the staff look into what was happening and how it could be better utilized.

Tessa Young, 1535 SW Butler Rd Benton, stated that the school needed the stadium.

Zac Wittenberg, 1730 Lakeland Ct, stated that he was speaking for the athletes. He stated that it was important to have the support of the community at the stadium.

Beth Wittenberg, 1730 Lakeland Ct, stated that she is the owner of the future Smoothie King and that one of the ways she was able to get them to come to El Dorado was because of the stadium.

Commissioner Nick Badwey asked why she thought if the City was no longer part of the stadium, it would not be there.

Ms. Wittenberg stated she felt without the City's support, the stadium would not be able to remain open.

Commissioner Badwey stated that the stadium is paid for, the City contributed \$3,110,000 as their share. The funds that we contribute annually are very small.

Ms. Wittenberg stated that the people in the crowd were not aware of that and needed to understand it.

Commissioner Guthrie recommended that they discuss further before they move on with public comment.

Mayor Bill Young stated that the City contributes a couple of thousand a year, but also contributes some man power to do work and keep costs down. He stated that he appreciates the comments, and that the City is always looking at ways to collaborate with the schools and other organizations and that this facility was going to be a way to hold events for the community.

Mayor Young stated that some of the concerns were sustainable funding for operations and long-term maintenance, inability to host community events, lack of economic impact and prohibitive fee schedule. He stated that the EFABC responded that there are some renewals for skyboxes and contracts that should be able to cover long-term maintenance expenses. He stated that as the group goes out for bid on turf and track replacement, they could discuss how to avoid the warranty issues prohibiting them from holding events now. He stated that the fee schedule has been discussed with the group and they have asked for more information from the administrators.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Commissioner Kendra Wilkinson stated that she appreciated the students who got up to speak.

Commissioner Badwey stated that he is the one that brought this up. He stated that when the project began, the City stepped up and supported it. He stated that he is glad that we did. He stated that it was presented at the time that there would be movies and concerts there, but there haven't been. He stated that when staff go out there, it takes them off task. He stated that the people expect us to do the things they pay taxes for. He stated that if the fund raising isn't done, the City will be expected to pay a portion of it. He stated that we haven't been talking about concerts in several years, why is it a discussion now.

Commissioner Guthrie stated that the \$3 million used to build the stadium came from the water fund. He stated that no one thinks it was a bad investment to use city funds to build the stadium. He stated that Commissioner Badwey is trying to look forward.

Commissioner Gregg Lewis stated that it's about perception. He didn't realize it until he heard these people speak, but it is important.

Mayor Young stated that the reason we have started talking about concerts again because they are going to fill the position that was previously responsible for bringing those. He stated that the partnership allows us to spread the cost. He stated that we have an opportunity to come together and bring more things to the stadium. He stated that everything we do does not always benefit every person in town, but we try to benefit everyone equally.

There was no action by the City Commission on this item.

NEW BUSINESS

PAVING HUNTON ROAD AND SIMPSON ROAD PUBLIC HEARING

Eddie Simmons, 421 Simpson Rd, asked if the numbers in his letter are estimates.

Commissioner Matt Guthrie stated that the project amounts are estimated by the City Engineer.

Mr. Simmons asked how many bids there would be.

Commissioner Guthrie stated that we try to get three or four.

Mr. Simmons asked if there would be street lights included.

City Engineer Scott Rickard stated that they could talk to Evergy about adding more lighting.

Mr. Simmons asked where they would park during the construction.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

City Engineer Rickard stated that they will make their best effort every evening to make sure each person is able to get in their driveway by 5 each night. He stated that driveways can be split in two to allow better access. He stated that there are specifications in each bid that allow for this.

Mr. Simmons asked if sidewalks would be considered in the future.

City Engineer Rickard stated that at this point they are not, but we did receive a letter from the school district to allow for a sidewalk.

Mayor Bill Young stated that sidewalks are also important to him. He stated that they are always willing to consider sidewalks when neighborhoods want them.

Mr. Simmons stated that he supported this project.

Jim Miller, 345 Hunton Rd, stated that there's a drain on his road that has never been cleaned out. He asked why there are no alley entrances on Third Avenue.

City Engineer Rickard stated that there is a utility easement, but no alley, he stated that it is all privately owned.

Mr. Miller asked what would be done about the oil wells.

City Engineer Rickard stated that if they come across something there are procedures to making sure that they are closed appropriately.

Mr. Miller asked if the City would talk to the Corporation Commission.

City Engineer Rickard stated that he would call and make them aware of the situation.

Mr. Miller asked that a few other issues be looked into such as the hump in the road.

City Engineer Rickard stated that they would look into them.

Mr. Miller asked about the culverts.

Mayor Young stated that someone would be out to look at them.

Michael Ehret, 640 Hunton, asked if the City could consider removing the stop sign on the north side of Hunton at 5th Avenue. He stated that the easement off of 6th Avenue has a grate with rebar sticking out of it and asked if it could be taken care of it.

Sharon Fox, 337 Simpson Rd, stated that when they were annexed, they were promised better water pressure, streets, etc. He stated that since that time, his water pressure has gone down, lighting is not better, and the street is just being addressed. He asked how long the assessment would be on the property and when the project is started.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

City Engineer Rickard stated that they will see utility things happening this Fall, but road construction will not happen until 2022 and assessments will be spread in 2023.

Mr. Fox asked if they could work with the school to have a better parking area put in to prevent people from parking on the road.

Reed Campbell, 428 Simpson, stated that he did a petition signed by most of Simpson Avenue and was told that the project would be 2021.

City Engineer Rickard stated that it is probably communicated badly. He stated that they work on projected schedules and so the construction will likely be in 2022.

Mr. Campbell said he thought it should be done this year.

Jack and Laletia Perry, 512 Hunton Road, stated that the stop sign is at 5th and Hunton because people were speeding through the area. She stated that parking on the one side of the street during school is an issue. They asked if they would have to pay for 5th Avenue.

City Engineer Rickard stated that they would only pay for Hunton because they already paid for 3rd Avenue.

Mr. Perry stated that he wanted to commend the City for boosting the water pressure and stated that the other services provided by the City are good.

Dana Jordan, 425 N Hunton Road, stated that she called the Engineering Department and confirmed that they would only have to pay for two roads. He stated that she was correct. She stated that she is now being required to pay for Hunton and 5th Avenue as well. She stated that the roads need to be replaced, but she would like it if 5th Avenue wasn't done because it would save her money. She also stated that the stop sign at 5th Avenue needed to be left.

Kevin Wishart, 342 N Simpson, stated that he wanted to express his support for the project because it was not going to get any cheaper and they should get it done soon.

City Engineer Rickard stated that he had a statement from Roger and Kathy Storm at 520 Hunton who expressed their support for the paving project.

Mayor Bill Young closed the public hearing.

Mayor Young asked for clarification on the property paying for more than one street.

City Engineer Rickard stated that because the street

Mayor Young confirmed that everything was split proportionally.

City Engineer Rickard stated that he was correct.

Commissioner Lewis asked if they could move the construction of the street up.

City Engineer Rickard stated that the design process, meeting with citizens and then relocating utilities prior to the build has been a good way to move forward with street projects.

Mayor Young stated that we probably need to work on how we communicate the information to the public on how we are doing street projects.

Commissioner Kendra Wilkinson moved that Resolution No. 2919 a determining the advisability of the making of certain internal improvements for the City of El Dorado, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings, subject to protest (paving improvements/paving Hunton Rd. and Simpson Rd.).

Commissioner Nick Badwey seconded the motion.

Motion carried 5 – 0.

**PAVING 5TH AVENUE (SCHOOL-HUNTON), 2ND AVENUE (SCHOOL-DIAGONAL)
PUBLIC HEARING**

Mayor Bill Young opened the public hearing.

Kevin Wishart, 342 Simpson, stated that he was not financially impacted by these, but they were routes he used to traverse the area. He encouraged them to move forward with this project.

City Engineer Scott Rickard stated that the individual who lives at number 17 stated that people are driving over the barricades at the area that used to be Diagonal. He stated that we have talked to him and that we will work to move the dead end further west.

Mayor Young closed the public hearing.

Commissioner Nick Badwey moved that Resolution No. 2920 a resolution determining the advisability of the making of certain internal improvements for the City of El Dorado, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings, subject to protest (paving improvements/paving 5th Avenue and 2nd Avenue).

Commissioner Kendra Wilkinson seconded the motion.

Commissioner Matt Guthrie stated that he didn't know of an area of town that needs better streets and curb and gutter more than this neighborhood.

Mayor Young asked staff to look at the lighting in the area. He encouraged citizens who were having water pressure issues to contact the city.

City Engineer Rickard encouraged citizens to call the city if they had a street light that was not working.

Motion carried 5 – 0.

PROJECT #560 SANITARY SEWER SOUTH HAVERHILL

City Engineer Rickard stated that the project on South Haverhill to repair the sanitary sewer line has been completed and staff are requesting that a public hearing be set to spread the costs to the properties involved.

Commissioner Nick Badwey moved to set the public hearing for 6:30 p.m. on April 5, 2021 to be held for the purpose of considering the proposed assessments of the cost of Project No. 560, and further direct individual mailings to each owner liable for the special assessments.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

DISTRICT 142 CDBG PHASE II PUBLIC HEARING

City Engineer Scott Rickard stated that there is a public hearing scheduled to consider application for a Community Development Block Grant at 142 N Main. The purpose of this grant would be to replace existing windows and doors on the second floor, install a passenger elevator, install accessible public restrooms on the second floor and plumbing and electrical work. He stated that the grant request is for \$250,000, but the total cost is \$341,700. The building owner will provide the difference as his local match. He stated that the City has no cost in the project.

Mayor Bill Young opened the public hearing.

Jeff Christensen, Edward Jones at 142 North Main, stated that his clients are very excited about the work being done to the building. He stated that it is incredible to be a piece of history in this building. He stated that the building owners are very attentive and take care of those who are in the building.

Emily Connell, El Dorado Main Street Director, thanked the Commission for their assistance in revitalizing this building.

Mayor Young closed the public hearing.

Commissioner Nick Badwey moved to approve Resolution No. 2921, a Resolution certifying legal authority to apply for the Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and the City of El Dorado, Kansas to submit such an application.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Commissioner Nick Badwey moved to authorize the Mayor to execute a contract for administrative services for the Community Development Block Grant.

Commissioner Matt Guthrie seconded the motion.

Motion carried 5 – 0.

Commissioner Nick Badwey moved to authorize the Mayor to execute all documents required to apply for the Community Development Block Grant.

Commissioner Gregg Lewis seconded the motion.

Mayor Young thanked the owners for their work.

Motion carried 5 – 0.

DISCUSSION ITEMS

4TH OF JULY FIREWORKS LOCATION

The City Commission asked to table this discussion until the Broncos baseball team schedule was published.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Nick Badwey stated that the Library Board met on the 8th and reviewed their internet safety policy. He stated that they also extended Saturday hours until 2 p.m.

Commissioner Badwey asked if a mow order could also be sent via regular mail to the physical address. He stated that the property owner that talked to him thought that if the mow order was sent to the tenant as well, they might mow the property.

Commissioner Badwey stated that he was asked about the road work in front of Long John Silvers.

City Engineer Scott Rickard stated that AT&T is doing some repairs after one of their lines was damaged while we worked on a water line. He stated that he would talk to them to see where they are in the process of completing the project.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Commissioner Matt Guthrie stated that today was interesting and the first time in several years that there has been participation in our proceedings. He stated that he was happy to see the citizens involved. He stated that he received a call over the weekend that the college called the Junior Wildcats and told them that if the City left the EFABC that they wouldn't be able to use the stadium anymore. He stated that he was upset that the citizens were misled regarding the stadium. He stated that the City does a great job of communicating information to the public, but we have to continue to make sure they get all of the correct information.

Commissioner Guthrie stated that the letter from the EFABC said they could try to work around the warranty issue. He stated that he felt that it had to be part of the conversation regarding whether the City remained in the organization or not. He stated that he was not convinced that our needs are being met at BG Stadium. He stated that we fought for our needs to be met at the ball fields and needed to do the same with the Stadium.

CITY MANAGER

City Manager David Dillner stated that El Dorado Inc. will host a public forum at Oil Hill Elementary with the developer at Deer Run on March 22nd at 6:30 p.m. He stated that there will then be a public hearing at the Planning Commission meeting that week.

City Manager Dillner stated that the City will be submitting two projects to KDOT for funding. He stated that a mill and overlay project for South main will be submitted for South Main from Main to the railroad bridge and North Main from 6th to McCollum.

City Manager Dillner stated that the Federal Government passed a bill last week providing funds for local governments for COVID recovery. The City Commission will need to discuss how they would like to spend those funds.

City Manager Dillner stated that this week the Senate will conduct a hearing that will determine whether or not to penalize cities and counties who passed a mask mandate. He stated that we cannot yet determine the financial impact of this decision. He encouraged the Commission to contact their government officials.

Mayor Bill Young asked if there was any information from the League about the possibility of this passing.

City Manager Dillner stated that they have not given any information on this topic at this time.

Mayor Young asked if the Commission should revisit the mask ordinance to stop the amount of time that they can penalize us.

City Manager Dillner stated that he is concerned about this being passed because the State Legislature will consider the wider business community before they consider the individual cities or counties.

EL DORADO CITY COMMISSION MEETING

March 15, 2021

Commissioner Nick Badwey stated that he was interested in what the burden of proof will be.

City Manager Dillner stated that there will be an application to the Attorney General requiring the businesses to provide information.

City Manager Dillner stated that the El Dorado Police Department received the AAA traffic award for the 12th year.

City Manager Dillner stated that the City will be hosting a spring drop off the week of April 19th.

City Manager Dillner stated that the Kansas emergency rental assistance program is offering assistance to those affected by COVID.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 9:22 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

EL DORADO CITY SPECIAL COMMISSION MEETING

March 10, 2021

The El Dorado City Commission met in special session on February 24, 2021 at 5:00 pm at 220 E 1st Avenue with the following present: Mayor Bill Young, Commissioner Matt Guthrie, Commissioner Gregg Lewis, Commissioner Nick Badwey, Commissioner Kendra Wilkinson, City Manager David Dillner, City Attorney Ashlyn Lindskog, City Engineer Scott Rickard and City Clerk Tabitha Sharp.

VISITORS

Linda Jolly
Emily Connell

El Dorado Inc.
El Dorado Main Street

El Dorado, KS
El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the February 24, 2021 Special City Commission meeting to order at 5:00 p.m.

ECONOMIC DEVELOPMENT INCENTIVES

City Manager David Dillner and Linda Jolly reviewed available options for economic development incentives.

CDBG APPLICATION

City Manager David Dillner stated that the City has received a request for District 142 to apply to the CDBG grant funding. He stated that we have heard from other businesses, but none of them are ready to move forward with architectural drawings, bids and funding for the match. He stated that with the Commission's approval, staff would like to move forward with the application.

The City Commission agreed to move forward with it.

City Manager Dillner stated that staff will work on some public information meetings later this year so that the information on all available economic development incentives can be further communicated to local businesses.

REGULAR AGENDA REVIEW

Mayor Bill Young reviewed the items on the upcoming agenda.

Commissioner Matt Guthrie stated that he would like staff to consider a sidewalk in the Oil Hill area as part of the street project.

REPORTS

Mayor Bill Young asked the Commission to return the City Manager evaluations to him by the 19th of March.

City Manager David Dillner stated that he had received the responses for the RFP from the State and the Corps of Engineers. He stated that he would move forward with sending out the RFP with the blessing of the Commission.

The City Commission agreed to move forward.

EXECUTIVE SESSION

Commissioner Nick Badwey moved to recess into executive session pursuant to the attorney client privilege exception under KSA 75-4319(b)(2) for the purposes of discussing legal issues and to reconvene the meeting at 6:30 p.m. in the City Commission room.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

Mayor Bill Young called the meeting back to order at 6:30 p.m.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 7:13 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ~~County~~ of Butler County, Ks, Eldorado, Ks.

SECTION 1 - LICENSE TYPECheck One: ☒ New License ☒ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 - APPLICANT INFORMATION**Kansas Sales Tax Registration Number (required): 27220I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation <u>LAATT Dining, LLC</u>	Principal Place of Business <u>2521 W. Central, Eldorado, Ks</u>
Corporation Street Address <u>18805 W. 97th St. Terrace</u>	Corporation City <u>Lenexa</u>
Date of Incorporation <u>11-01-2019</u>	State <u>Ks.</u>
Resident Agent Name <u>Kevin Raven</u>	Zip Code <u>66220</u>
Residence Street Address [REDACTED]	Articles of Incorporation are on file with the Secretary of State. ☒ Yes ☐ No
City [REDACTED]	Phone No. <u>913-620-6500</u>
State [REDACTED]	City [REDACTED]
Zip Code [REDACTED]	State [REDACTED]
Zip Code [REDACTED]	Zip Code [REDACTED]

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Taco Ties</u>	Name <u>Kevin Raven</u>
Business Location Address <u>2521 W. Central</u>	Address <u>18805 W. 97th Terrace</u>
City <u>Eldorado, Kansas</u>	City <u>Lenexa, Ks</u>
State <u>Kansas</u>	State <u>Ks</u>
Zip <u>67042</u>	Zip <u>66220</u>
Business Phone No.	☒ Applicant owns the proposed business location. ☐ Applicant does not own the proposed business location.
Business Location Owner Name(s) <u>Kevin + Julie Raven</u>	

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name <u>Kevin Raven</u>	Position <u>President</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City [REDACTED]	State [REDACTED]
State [REDACTED]	Zip Code [REDACTED]	
Spouse Name <u>Julie Raven</u>	Position <u>Sec. Treasurer</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City [REDACTED]	State [REDACTED]
State [REDACTED]	Zip Code [REDACTED]	
Name <u>Greg White</u>	Position <u>Vice President</u>	Date of Birth [REDACTED]
Residence Street Address [REDACTED]	City [REDACTED]	State [REDACTED]
State [REDACTED]	Zip Code [REDACTED]	
Spouse Name	Position	Age
Residence Street Address	City	State
State	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
State	Zip Code	
Spouse Name	Position	Age
Residence Street Address	City	State
State	Zip Code	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
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Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
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Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent.

☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name

Tabitha Burnett

Phone No.

Date of Birth

Residence Street Address

City

Zip Code

Manager or Agent Spousal Information*

Spouse Name

Phone No.

Date of Birth

Residence Street Address

City

Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

☐ Yes ☐ No

Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:

(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.

☐ Yes ☐ No

All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.

☐ Yes ☐ No**SECTION 7 – DURATION OF SPECIAL EVENT**

Start Date

Time

☐ AM ☐ PM

End Date

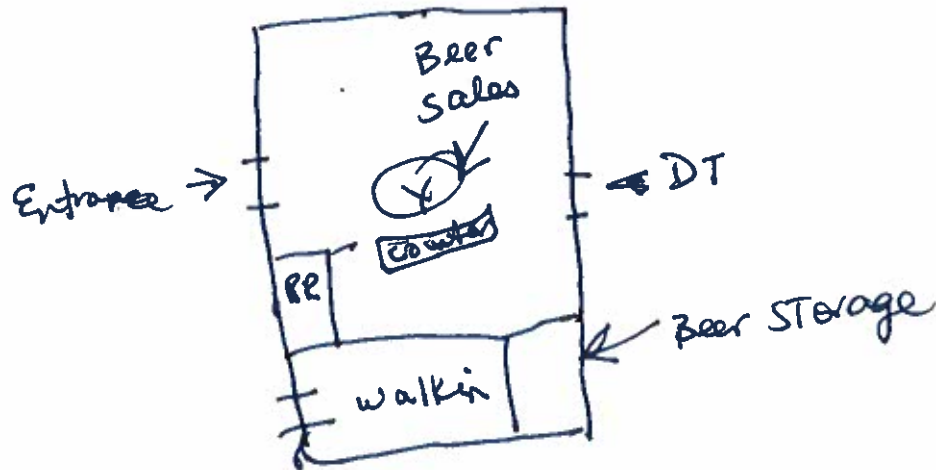
Time

☐ AM ☐ PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Kenn J. Pave DATE 3-17-2021

FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☐ \$25 CMB Stamp Fee Received Date _____

☐ Background Investigation

☐ Completed Date _____

☐ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date _____ to _____ By: _____

☐ License Renewed

Valid From Date _____ to _____ By: _____

☐ Special Event Permit Approved

Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

TO: City Commission
FROM: Kristina Traina, Administrative Assistant to the City Manager
SUBJ: Liquor Tax Distribution
DATE: March 22, 2021

Background:

Annually the City distributes money to non-profit organizations through the collection of liquor taxes. The money can only be distributed to organizations that assist children who are victims of domestic violence or drug and alcohol programs. An application was received for Thrive! Butler, but sufficient proof of non-profit status was not received. Kids Need to Eat did not apply for funds this year. The applications are included.

Organization	2019	2020	2021 Request	Staff Recommendation
SCARF	\$3,000	\$10,000	10,000	\$5,636
Family Life Center	\$12,000	\$22,000	20,000	\$11,063
Thrive! Butler	\$5,000	\$7,500	N.A.	0
Communities in Schools	0	\$7,500	7,500	\$4,175
Kids Need to Eat	\$1,000	\$1,320	No Request	0
Thrive! Butler/Family Life Daycare	\$1,800	\$400	N.A	0
TOTAL	\$22,800	\$48,720	\$37,500	\$20,874

Attachments:

Finance Report, Charter Ordinance No. 26, Letter sent to applicants, applications, letter of denial.

Policy Issue:

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

Alternatives:

Not applicable.

Fiscal Impact:

During 2020 the City received \$24,574.22 in Liquor Tax Revenue. However, the City Commission allocated more than was available in 2020 for the 2019 revenues and so only \$20,874.34 is available for the current year. The applications received are well above the available amount. Staff have awarded each eligible agency with a percentage of their request based on the total requests and available funds.

Trade-offs:

Not applicable.

Staff Recommendation:

Approve the allocations as recommended.

Commission Actions:

Commissioner _____ moved to allocate the Liquor Tax Monies in the following manner and to authorize the City Manager to execute the appropriate documents and contracts with the following recipients and that these funds are disbursed consistent with Kansas statutes:

Organization	2019	2020	2021 Approved Amount
Family Life Center	\$12,000	\$20,000	
SCARF	\$3,000	\$10,000	
Communities in Schools	0	\$7,500	
Total	\$22,800.00	\$37,500	

Commissioner _____ seconded the motion.

[Return to Agenda](#)

2020 Liquor Tax Available

Liquor Tax Revenue Received in 2020

1st Qtr	8,554.48
2nd Qtr	7,089.76
3rd Qtr	3,444.64
4th Qtr	5,485.34
* 1.'3 Allocated to Fund 017 - Special Alcohol Program	<u>24,574.22</u>

Beginning Balance	44,700.12
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Revenues	24,574.22
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2018 Allocations:

Family Life Center	(22,000.00)
Thrive! Butler/Family Life Daycare	(400.00)
Kids Need to Eat Inc.	(1,000.00)
Thrive! Butler	(7,500.00)
Sunlight Children's Advocacy and Rights Foundation	(10,000.00)
Communities in School	(7,500.00)
	<u>(48,400.00)</u>

2020 Ending Balance (Available for Distribution)	<u><u>20,874.34</u></u>
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CHARTER ORDINANCE NO. 26

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

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

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

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

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

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

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

Bill Young, Mayor

February 19, 2021

Dusty Buell, CEO
Sunlight Children's Advocacy and Rights Foundation
205 East 12th Ave.
El Dorado, KS 67042

Re: Liquor Tax Program

Dear Mr. Buell,

Annually, the City Commission allocates funding to certain not-for-profit organizations from liquor tax proceeds. The balance available for allocation in 2021 is \$20,874.34. Charter Ordinance No. 26 states that the monies shall be distributed to non-profit organizations specifically operating to prevent domestic violence. To be eligible for the funds, these organizations must provide the following items to the City of El Dorado by noon on March 8, 2021:

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

We anticipate that the City Commission will determine the allocation of these monies at the April 5, 2021, City Commission Meeting at 6:30 p.m. Applicants should plan on attending this meeting to answer questions regarding their proposal.

If your organization would like to be considered for this program, please submit the documentation requested above by noon on Monday, March 8, 2021, to Kristina Traina, Administrative Assistant to the City Manager, 220 E. First Avenue. Questions regarding the funding or applications should be sent to me at ktraina@eldoks.com or you may call 316-321-9100 Ext. 103. We look forward to the possibility of working with you.

Sincerely,

Kristina D. Traina
Administrative Assistant to the City Manager



Sunlight
CHILD
ADVOCACY
CENTER

Board of Directors

Dusty Buell, CEO
Alana McNary, President
Matt Morris, Treasurer
Terry Huelskamp, Secretary
Jamee Crenshaw
Sabrina Esterline
Tim Kice
Melody Matulewic
Jonathan May
Melissa McCarthy
Kellie Nesmith
Justin Phillips
Brandon Wilson
Rachael Woods

March 1, 2021
Kristina Traina
220 E 1st
El Dorado, KS 67042

Dear Ms. Traina,

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

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

In 2020, the CAC served more children from El Dorado than any other area in our jurisdiction. We also saw an increase in domestic violence cases. Our numbers were once again higher than any other year in 2020. The pandemic did not slow down our services, or hinder our agency from providing the needed services to our clients. The agency was also able to hire an in-house therapist with grant funding to provide free, trauma-focused counseling to the children and families we serve. We were only able to add this position due to the agency relocating to a larger facility in January 2020.

In late 2019, we purchased a new office at 205 E. 12th Ave in El Dorado. Funds previously received from the City of El Dorado were used to pay the rent for our leased facility, and last year the funds received helped pay the new mortgage until we can raise the remaining funds to pay off the new building. We plan to have the building paid for in 3-5 years.

Sunlight Children's Services is requesting that the City of El Dorado continue to help fund the CAC mortgage with a payment of \$10,000 annually. This payment makes up a portion of our annual expense that we would not receive from any other funding source.

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

Sincerely,

Dusty Buell
CEO
Sunlight Children's Services

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB**

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

Business Entity ID Number: 3665312

Entity Name: SUNLIGHT CHILDREN'S ADVOCACY AND RIGHTS FOUNDATION

Entity Type: DOM:NOT FOR PROFIT CORPORATION

State of Organization: KS

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

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of July 31, 2020

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1143940 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



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

Return Service Requested

73

010

LOAN BILLING NOTICE

ACCOUNT NUMBER	DATE
13147773	8/17/20
INTEREST RATE	DUE DATE
4.50000%	9/01/20

PRINCIPAL	3933.05
INTEREST	1516.95
OTHER	
PAST DUE AMOUNT	
AMOUNT DUE	5450.00



00043 0.5344 WCL0001
SUNLIGHT CHILDRENS ADVOCACY
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002-8727

⑆5071⑆0579⑆ 13147773⑆ 20

Commercial Loans 8/17/20
Acct No 13147773 EBC Branch 010
Beginning Balance 396907.86 Ending Balance 396907.86
Interest Paid YTD 11042.49
----- Current Period Transactions -----
Eff Date Description Principal Interest Escrow Other
7/31/20 REGULAR PAYMENT .00 .00
1516.95 .00

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

RECEIVED	
BY	DATE
W	8/27/20

PAID	
CK NO.	DATE
7253	8/27/20

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

08/27/2020

PAY TO THE
ORDER OF Emprise Bank

\$ **5,450.00

Five thousand four hundred fifty and 00/100 ***** DOLLARS

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

MEMO

Acct.# 13147773


AUTHORIZED SIGNATURE

⑈007253⑈ ⑆101100579⑆ 741 36577⑈

SUNLIGHT CHILDRENS ADVOCACY

AND RIGHTS FOUNDATION

7253

08/27/2020

Emprise Bank

Date	Type	Reference	Original Amount	Balance Due	Payment
08/17/2020	Bill		5,450.00	5,450.00	5,450.00
		Check Amount			5,450.00

1015 Emprise Busine Acct.# 13147773

5,450.00

SUNLIGHT CHILDRENS ADVOCACY
08/27/2020

Emprise Bank

AND RIGHTS FOUNDATION

7253

Date	Type	Reference	Original Amount	Balance Due	Payment
08/17/2020	Bill		5,450.00	5,450.00	5,450.00
		Check Amount			5,450.00

1015 Emprise Busine Acct.# 13147773

5,450.00



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

Return Service Requested

LOAN BILLING NOTICE

ACCOUNT NUMBER	DATE
13147773	11/16/20
INTEREST RATE	DUE DATE
4.50000%	12/01/20
PRINCIPAL	3996.53
INTEREST	1453.47
OTHER	
PAST DUE AMOUNT	
AMOUNT DUE	5450.00

010



00034 0.5344 WCL0001
SUNLIGHT CHILDRENS ADVOCACY
1918 N PRAIRIE CREEK RD
ANDOVER, KS 67002-8727

⑆5071⑆0579⑆ 13147773⑈ 20

Commercial Loans

Acct No 13147773

EBC

11/16/20

Branch 010

Beginning Balance

392974.81

Ending Balance

392974.81

Interest Paid YTD

15519.67

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

Eff Date Description

Principal

Escrow

Interest

Other

10/30/20 REGULAR PAYMENT

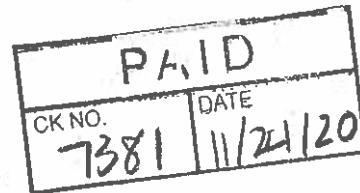
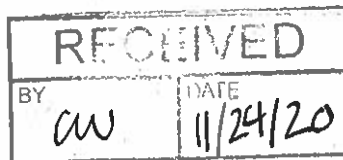
.00

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1501.91

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



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

EMPRISE BANK
www.emprisebank.com

7381

40-57/1011
18
CHECK ARBOR

11/24/2020

PAY TO THE
ORDER OF

Emprise Bank

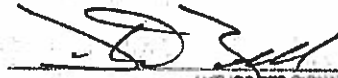
\$ **5,450.00

Five thousand four hundred fifty and 00/100***** DOLLARS

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

MEMO

Acct.# 13147773


AUTHORIZED SIGNATURE

⑈007381⑈ ⑆101100579⑆ 741 36577⑈

SUNLIGHT CHILDRENS ADVOCACY

AND RIGHTS FOUNDATION

7381

11/24/2020

Emprise Bank

Date

11/16/2020

Type

Bill

Reference

Original Amount

5,450.00

Balance Due

5,450.00

Payment

5,450.00

Check Amount

5,450.00

1015 Emprise Busine Acct.# 13147773

5,450.00

SUNLIGHT CHILDRENS ADVOCACY
11/24/2020

Emprise Bank

AND RIGHTS FOUNDATION

7381

Date

11/16/2020

Type

Bill

Reference

Original Amount

5,450.00

Balance Due

5,450.00

Payment

5,450.00

Check Amount

5,450.00

1015 Emprise Busine Acct.# 13147773

5,450.00



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

January 12, 2021

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

Dear City Commissioners:

The Family Life Center – Safehouse is a shelter and advocacy program for victims of domestic violence and sexual abuse. Our service area is Butler, Elk and Chautauqua Counties. In 2020 the Safehouse sheltered 40 women and 29 children. The length of stay of a client is based on each client's individual need. We have had clients stay overnight, which is long enough to have a protection order to be served, up to as long as 90 days. There have been 36 families that have moved to a different living situation. This can either be into permanent housing or move in with family, but they have not gone back to their abusers. We received a grant from the Kansas Housing Corporation call Rapid Re-housing. This grant allows us to assist clients in shelter with security deposits, rent up to 3 months and utility bills and utility arrears. We have placed 7 clients into permanent housing since July 1, 2020. Clients in shelter meet with our Client Advocate to set up an Action Plan and then meet on a weekly basis to go over their action plan and get resources so that they can meet their goals to get back on their feet.

Our Court Advocate has helped 212 victims with filing protection orders. These protection orders have been protection from abuse, protection from stalking and sexual abuse orders. Our Teen Dating Violence Program is an interactive role playing activity presented to youth. The activity opens conversation and raises awareness about dating violence along with the red flags of unhealthy relationships. The Teen Dating Violence Program was presented to students in El Dorado, Augusta, Circle, Remington, Douglass, Rose Hill, West Elk, Longton and Sedan High Schools. 717 students have participated in this program from September through December 2019.

We have always recognized the contribution that substance abuse plays in the dysfunctional roles in domestic violence and sexual abuse and with this in mind we have tried to assist victims in recognizing the effects of substance abuse. Although drug and alcohol abuse are not the cause of domestic violence or sexual abuse, it certainly plays a large role.

The Family Life Center is requesting \$20,000.00 from the City of El Dorado Liquor Tax Funds. These funds will assist in the salary for the facilitator of our domestic violence support group. This support group addresses drug and alcohol abuse along with domestic violence issues. The

To assist victims of abuse, live abuse free lives

support group meets once a week and is open to any victims of abuse. The funds will also assist with the Client Advocate's salary. The Client Advocate meets with clients on a weekly basis to set up an Action Plan with the in shelter client and gives the client resources and referrals for housing, education and employment to help them get back on their feet. Another part of the funding will assist in the Midnight Shift Advocate's salary. The Family Life Center has received budget cuts from the United Way this past couple of years and these funds were used to supplement salaries to keep the shelter open 24/7.

We realize that getting out of an abusive relationship and seeking help at the Safehouse is only one of the first steps in creating a new life for victims and their children. With the assistance and funding from the City of El Dorado Liquor Tax grant we hope to be able to help these victims of abuse.

Enclosed you will find a financial statement providing documentation for the 2020 El Dorado Liquor Tax Fund. Our fiscal year starts July 1st and ends June 30th. We use this money accordingly to our fiscal year. The enclosed financial documentation is for the fiscal year July 1, 2019 to June 30, 2020. Also included is the fiscal year July 1, 2020 through January 12, 2021 (which is monies currently being used from the 2020 Liquor Tax Fund).

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

Sincerely,

A handwritten signature in black ink, appearing to read "Darla Carter", written in a cursive style.

Darla Carter
Executive Director

El Dorado Liquor Tax 2019/2020

July 1, 2019 - June 30, 2020

452 · El Dorado Liquor Tax 2019/2020	12,000.00
	12,000.00
500 · Payroll Expenses	
501 · Wages	8,718.50
502 · Social Security/Medicare	763.24
503 · KS Unemployment	86.34
500 · Payroll Expenses - Other	1,289.25
Total 500 · Payroll Expenses	10,857.33
513 · Telephone	1,168.84
Total Expenses	12,026.17

El Dorado Liquor Tax 2020/2021

July 1, 2020 - January 12, 2021

Ordinary Income/Expense

480 · El Dorado Liquor Tax 2020/2021	22,000.00
	<u>22,000.00</u>
500 · Payroll Expenses	
501 · Wages	6,288.00
502 · Social Security/Medicare	538.80
503 · KS Unemployment	8.66
500 · Payroll Expenses - Other	756.00
Total 500 · Payroll Expenses	<u>7,591.46</u>
513 · Telephone	2,077.31
	<u>9,668.77</u>
Net Ordinary Income	<u>12,331.23</u>
Net Income	<u><u>12,331.23</u></u>

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

DEPARTMENT OF THE TREASURY

Date:

MAY 10 1995

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

Employer Identification Number:

48-1087496

Case Number:

755100032

Contact Person:

ANNETTE SMITH

Contact Telephone Number:

(214) 767-6023

Our Letter Dated:

November 27, 1990

Addendum Applies:

No

Dear Applicant:

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

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

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

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

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

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

Sincerely yours,



Bobby F. Scott
District Director



Thrive! Butler is a relationship-based poverty reduction initiative in El Dorado and other locations in Butler County. Since 2017, Thrive! Butler has been serving people living in poverty, with an emphasis on people who are generationally poor, meaning poverty is a way of life going back several generations. Generational poverty forces people to live in survival mode. The impact of that lifestyle stunts future thinking and the ability to plan for the long term. In short, people who have been raised in poverty need assistance making change, fostering human connection, and developing self-confidence. We require that all participants be clean and sober for six months prior to entering the class, but will work with those who suffer from alcoholism, if they choose to remain sober during their participation in the Thrive! Butler process. This is critically important to their education process and starting down the path out of poverty.

El Dorado is the largest city within Butler County, Kansas, which is the 8th largest county in Kansas by population. According to [censusreports.org](https://www.censusreports.org), 12.1% of the population live below the poverty line, and over 5,400 households live on less than \$15,000 per year.

Of all the children enrolled in Butler County Schools systems in Kindergarten through Grade 12, over 35% on average, qualify for the free or reduced lunch programs, however, the El Dorado school district program is almost 60%.

Building skills and specific relationships help individuals develop a better future story by moving out of poverty. Thrive! Butler utilizes the services available through the Aha! Process, based on Ruby Payne's work in poverty reduction, to conduct a 16-week course called Getting Ahead in a Just Getting by World. During this 16-week class, participants learn.

- To look introspectively at themselves and understand the role they have played in maintaining their own poverty, including the cost of alcoholism and drug abuse to themselves and their families,
- To understand the differences in social classes and their perspectives in approaching world and life issues,
- And they learn to set career and educational goals, spiritual and emotional goals, relationship goals, and physical health and wellness goals that include being clean and sober.

Establishing a primary goal of improving the confidence and capacities of people to overcome poverty, this approach combines individualized support from dedicated volunteers and resources of organizations to create a community that educates, empowers, and equips individuals and families to

move up and out of poverty successfully. At the end of the 16-week course, a graduation party is held, and our participants become Team Leaders. Team Leaders are matched with volunteers who have been trained in understanding economic class differences called Allies, as they have committed to coming alongside the Team Leaders to leverage their social networks for the Team Leader's gain.

Thrive! Butler increases opportunities for everyone in the community. Employers in El Dorado will benefit by having an expanded workforce and tax revenues will go up as people earn higher incomes. But at its heart, Thrive! Butler can change lives. The Thrive! Butler project in El Dorado proposes to implement an innovative and effective community-based approach to attack the causes and conditions of poverty. The strengthening of the El Dorado community capabilities in planning and coordinating a broad range resources related to the elimination of poverty are currently in action. Thrive! Butler is working to bring human capital and financial resources to the project.

Mid-Cap as our fiscal agent.

Mid-KS CAP, Inc. has been a key player at the table to bring the community and will continue in a leadership capacity and as the fiscal agent for the project until Thrive! Butler moves to establish its own nonprofit status. Additionally, Mid-KS CAP, Inc. will provide a Community Support Coordinator to provide any case management services to individual participants as needed. Thrive! Butler currently operates under the 501 (C) 3 certificate of Mid-Cap.

Does the Thrive! Butler process work?

Several if not most of our participants report an increase in social capital, have started to volunteer in the communities they once blamed for their circumstances, have more reliable transportation, and are meeting or exceeding their health and wellness goals, and new education goals. Here are some quotes from our Team Leaders.

"Thrive! Butler has helped me to budget better, manage my time, utilize resources better, and it has enabled to find a better job."

"Thrive! Butler has allowed me to reduce my stress levels and provide a better home for my kids."

"It's just been a tremendous turn around and a good way to dig yourself out of a hole."

"What I learned from my Thrive! Butler experience has been impactful, and I now apply to my everyday life."

"I wanted to show my kids that I had made mistakes and that I owned that, and it is never too late to improve yourself."

"Thrive! Butler provides a great sense of community and making new relationships."

"You learn about how you got into the situation you are in, and that there are others in the same situation, who also want to find a path out of poverty."

"I have more friends now and Thrive! Butler has help me to get on track and find out what I want to do with my life."

"Thrive! Butler was a chance for me to make a better future for my kids."

“I found out that I was qualified to do a lot more than I would let myself believe.”

“Thrive! Butler provided me with a way out, and that’s a good thing.”

Thrive! Butler provides a Hand-Up, and a Hand-Out. The progress of our participants has been extraordinary, and we hope to continue this effort until our Vision has been realized – Alleviate generational poverty in Butler County.

Without intervention like Thrive! Butler provides, it is likely children living in poverty, will become parents living in poverty!

The same can be said of children living in a home of drug and alcohol abusers.

Use of Funds in 2020: The city awarded Thrive! Butler \$7,900 last year. This money was kept in El Dorado and used for the costs associated with two classes running concurrently but at different phases of the process. This money helped us to pay the monthly stipends to our Getting Ahead and Match-Team facilitators, our Child Care providers who also provided services to the Safe House at the same time, our Incentive Program (\$10 gift cards for fuel) for each week of the 16-week course, and meals for all the weekly meetings since donations were severely affected by the Covid-19 pandemic. Funds also helped us with our outreach to those in the El Dorado community who need our free education and poverty reduction process and attract them to our next class. We were able to develop relationships with other agencies that we partnered with to help our participants on their journey out of poverty. Those included Orion Education and training, and Workforce Center to help our participants learn about resume writing, interviewing and job search skills.

Use of Funds: Requesting \$10,000 Funds from El Dorado would be kept in El Dorado and used for start-up operations in El Dorado after the Covid-19 layoff, and the next class at the Family Worship Center. Operations are currently suspended due to Covid-19, but we are expecting to start this next class sometime this summer as conditions warrant. We have already received applications for this class. This cost includes the Stipend we pay our two class Facilitators (one Getting Ahead Facilitator, and one Matched Team Facilitator, both at \$248/mo.), our Incentive Program (\$10 gift cards for fuel) for each week of the 16-week course, and meals at all the weekly meetings throughout the year for which donors do not exist until we can grow that volunteer base again after Covid-19 and everyone’s concerns. Funds will also help us with our outreach to those in the El Dorado community through our marketing efforts to attract new participants and volunteers to the Thrive! Butler process.

Budget for El Dorado 2021:

Site 1 - El Dorado		
	GA Facilitator	\$1,240.00
	MT Facilitator	\$496.00
	Meals	\$1,000.00
	Incentives	\$1,600.00
	Child Care	\$1,000.00
	Operations Overhead	\$10,000.00
	Supplies	\$349.00
Total Site 1		\$15,685.00

SEP 05 1995

INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Date: AUG 31 1995

Person to Contact:
Janice Thomas

Mid-Kansas CAP Inc
111 W Ash
El Dorado, KS 67042

Telephone Number:
(214) 767-6023

Refer Reply to:
MC:4940 DAL

EIN:
48-0728001

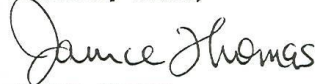
Dear Sir or Madam:

Our records show that Mid-Kansas CAP Inc
is exempt from Federal Income Tax under section 501(c)(3) of the Internal
Revenue Code. This exemption was granted March 1967 and remains in full
force and effect. Contributions to your organization are deductible in the
manner and to the extent provided by section 170 of the code.

We have classified your organization as one that is not a private founda-
tion within the meaning of section 509(a)(1) of the Internal Revenue Code.
Your
organization is described in section 170(b)(A)(vi) of the Code.

If I may be of further assistance, you may contact me at the number shown
above.

Sincerely Yours,



Janice Thomas
EP/EO Correspondence Examiner

Whitney Phillips
300 S. Main
Apt. 36
El Dorado, KS 67042
316-978-0316

INVOICE NO. 01-312020

01/31/2020

BILL TO

Thrive! Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECEIPT

Thank you for your business!

Whitney Phillips
300 S. Main
Apt. 36
El Dorado, KS 67042
316-978-0316

INVOICE NO. 02-292020

02/29/2020

BILL TO

Thrive! Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Whitney Phillips
300 S. Main
Apt. 36
El Dorado, KS 67042
316-978-0316

INVOICE NO. 03-312020

03/31/2020

BILL TO

Thrive! Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 012020

01/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL: \$3,311.27

DUE UPON RECEIPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 022020

02/29/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 022020

03/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 042020

04/30/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL: \$2,874.49

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 052020

05/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 062020

06/30/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

	DESCRIPTION	UNIT PRICE	TOTAL
Philip J. Benedict	Professional Services	June 2020	\$2500.00
	Mileage	534 Miles	\$133.50
	Reimbursement: Supplies	Jun 2020	\$50.44
TOTAL:			\$2,683.94

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 072020

07/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 082020

08/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL: 1,745.27

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 092020

09/30/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL:	1,328.00
--------	----------

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 102020

10/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL:	1,515.00
--------	----------

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 112020

11/30/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

DUE UPON RECIEPT

Thank you for your business!

Phil Benedict
17 Grand Mere
Wichita, KS 67230
316-633-6890

INVOICE NO. 122020

12/31/2020

BILL TO

Thrive!Butler
C/O Mid-KS CAP, Inc.
730 Cliff Drive
Augusta, KS 67010

[illegible]

TOTAL:	1,305.50
--------	----------

DUE UPON RECIEPT

Thank you for your business!

Heidi Davison

Invoice

924 Shelden St
El Dorado, KS 67042
316-339-3468
hdavison@butlercc.edu

INVOICE # 24
DATE 1/27/20

TO:
Joyce Stockham
Mid-Kansas Community Action Program
730 Cliff Drive
Augusta, KS 67010
316.775.3000 | jstockham@mid-capinc.org

FOR Thrive! Butler

Description	Amount
Thrive! Butler El Dorado Matched Team Facilitation for Jan. 1-31	\$247.50
Total	\$247.50

Make all checks payable to Heidi Davison

Thank you for the opportunity to serve as a facilitator for Thrive! Butler.



[OFFICE ADDRESS]



[PHONE NUMBER]



[EMAIL]

Heidi Davison

Invoice

924 Shelden St
El Dorado, KS 67042
316-339-3468
hdavison@butlercc.edu

INVOICE # 25
DATE 2/29/20

TO:
Joyce Stockham
Mid-Kansas Community Action Program
730 Cliff Drive
Augusta, KS 67010
316.775.3000 | jstockham@mid-capinc.org

FOR Thrive! Butler

Description	Amount
Thrive! Butler El Dorado Matched Team Facilitation for Feb. 1-29	\$247.50
Total	\$247.50

Make all checks payable to Heidi Davison

Thank you for the opportunity to serve as a facilitator for Thrive! Butler.



[OFFICE ADDRESS]



[PHONE NUMBER]



[EMAIL]

Heidi Davison

Invoice

924 Shelden St
El Dorado, KS 67042
316-339-3468
hdavison@butlercc.edu

INVOICE # 26
DATE 3/31/20

TO:
Joyce Stockham
Mid-Kansas Community Action Program
730 Cliff Drive
Augusta, KS 67010
316.775.3000 | jstockham@mid-capinc.org

FOR Thrive! Butler

Description	Amount
Thrive! Butler El Dorado Matched Team Facilitation for March 2020	\$123.75
Total	\$123.75

Make all checks payable to Heidi Davison

Thank you for the opportunity to serve as a facilitator for Thrive! Butler.



[OFFICE ADDRESS]



[PHONE NUMBER]



[EMAIL]

Heidi Davison

Invoice

924 Shelden St
El Dorado, KS 67042
316-339-3468
hdavison@butlercc.edu

INVOICE # 26
DATE 6/29/20

TO:
Joyce Stockham
Mid-Kansas Community Action Program
730 Cliff Drive
Augusta, KS 67010
316.775.3000 | jstockham@mid-capinc.org

FOR Thrive! Butler

Description	Amount
Thrive! Butler El Dorado Matched Team Facilitation for June 23-30	\$123.75
Total	\$123.75

Make all checks payable to Heidi Davison.

Thank you for the opportunity to serve as a facilitator for Thrive! Butler.



Heidi Davison

Invoice

924 Shelden St
El Dorado, KS 67042
316-339-3468
hdavison@butlercc.edu

INVOICE # 27
DATE 7/29/20

TO:
Joyce Stockham
Mid-Kansas Community Action Program
730 Cliff Drive
Augusta, KS 67010
316.775.3000 | jstockham@mid-capinc.org

FOR Thrive! Butler

Description	Amount
Thrive! Butler El Dorado Matched Team Facilitation for July 1-31	\$247.50
Total	\$247.50

Make all checks payable to Heidi Davison

Thank you for the opportunity to serve as a facilitator for Thrive! Butler.





March 5, 2021

City of El Dorado
Attn: Kristina Traina
220 East First Avenue
El Dorado, KS 67042

Dear Kristina,

Please accept the following proposal for funding from the City of El Dorado's Liquor Tax Program per Charter Ordinance No. 26 on behalf of the Communities In Schools (CIS) of Mid-America project at El Dorado Middle School (EMS). Your support of our EMS program helps us continue to address domestic violence prevention through integrated student supports which can impact behaviors in relationships for young people. *We are requesting \$7,500* to support staffing who work daily with young people, facilitate ongoing discussions among young people about healthy relationships, and coordinate key community individuals speaking on the topic with groups of middle school students.

Organizational Description

One descriptor of sustainable success for an organization is its ability to adapt to challenges, and none has been as unanticipated as the global pandemic in 2020. When schools and businesses closed their doors to the traditional way of operating last spring, CIS of Mid-America did not skip a beat in transitioning its support services remotely as well. A remote work plan to address reaching students and families where they were located across the community to share resource information and keep the students engaged in the learning process was developed.

Concurrently, through all of this change, CIS of Mid-America recognizes its 25th anniversary this year and is proud to be in its seventh year at El Dorado Middle School—continuing its mission to be “all in for kids” and keep students in school and on the path to graduation. CIS of Kansas was established in 1995 and, in 2014, became the first CIS state office to establish regional affiliates embedded in its 501(c)3. What began as a statewide network to serve communities across Kansas now also serves communities in Iowa, Oklahoma, and Missouri. As an affiliate of the national non-profit Communities In Schools, this regional approach allows us to streamline the services we provide to struggling students and their families.

We offer services to the nearly 400 students enrolled at El Dorado Middle School. The CIS of Mid-America network currently delivers services in 62 schools to more than 35,000 students each year by placing individuals directly inside the schools to work with all students. We are pleased for the continuity of services furnished by Randy Just, who is in his fifth year as the Site Coordinator at EMS.

Our mission is to surround students with a community of support, empowering them to stay in school and achieve in life. CIS of Mid-America staff helps lessen the burden on teachers by working with underserved students so teachers can focus on teaching. We do this because we're in schools – whether traditionally within the school building or remotely -- *all day every day* and see the unique needs of each student, so we partner with teachers and the community to address them. Remaining true to that mission in 2020 proved demanding beyond anything that was imagined at the beginning of the 2019-2020 school year; not knowing that a global pandemic would rock our state's school system and challenge us all to keep students engaged. We accomplished that goal last year and transitioned our adaptive work plan into the current school year. There is never a charge or fee for our services/support to students and their families.

The Communities In Schools Model of Supports

Your support of CIS of Mid-America programming allows Site Coordinator Randy Just to continue working directly inside EMS – regardless of school format -- to help underserved students and those at the greatest risk of dropping out. A significant part of his focus is to empower young people by helping them develop the soft skills and relationship skills that enable them to continue toward graduation.

The foundation of the CIS model is based on our belief in the transformative power of a student's one-to-one relationship with a caring adult. This relationship is especially critical for students maturing and understanding the concepts of what a truly healthy relationship looks like. Our staff collaborates with teachers and schools in mobilizing community members to help students reach their goals. ***The unique CIS of Mid-America model works because it's based on national research, driven by community relationships, and supported by local resources and community partners like you.***

This evidence-based model called integrated student supports (ISS) is proven to both decrease dropout rates and increase graduation rates. ISS is a "school-based approach to promoting students' success by developing or securing and coordinating supports that target academic and non-academic barriers to achievement. These resources range from traditional tutoring and mentoring to providing a broader set of supports, such as linking students to physical and mental health care and connecting their families to parent education, family counseling, food banks, or employment assistance. While ISS programs take many forms, integration is key to the model - both integration of supports to meet individual students' needs and integration of the ISS program into the life of a school" (Moore and Emig, 2014).

Our strategy focuses on three levels of support delivered through a Site Coordinator to students at each CIS site: *Whole-school programming* are those widely available services designed to foster a positive school climate and address school-level risk factors (e.g., motivational speaker for a school-wide assembly; college fair; school-wide anti-bullying program; healthy cooking classes for families). *Small group support* is targeted services typically provided in a group setting to students with a common need. (e.g., tutoring, mentoring, current topical discussions on issues such as healthy relationships, attendance monitoring). *Case management* is an intensive, individualized service typically provided in a one-to-one setting to students with highly specific needs (e.g., mental health counseling, mentoring, consultations with a nutritionist, intensive dental work).

How does your grant award help?

Site Coordinator Randy Just works with a minimum caseload of 55 students who receive targeted Small Group and One-to-One supports at El Dorado Middle School in addition to the school-wide initiatives he coordinates. His caseload students participate in a variety of supports through the more individualized levels. Just conducts a monthly check-in with each student whereby, as a part of the overall support delivered, he discusses with them the importance of healthy relationships and domestic violence prevention as it pertains to each student's unique situation.

An important component of the student check-ins for CIS is developing an Ecomap for each student with whom Just works individually. An Ecomap is an assessment tool to visually diagram important relationships in the student's life – whether positive, stressed, or broken– to depict where there are opportunities for additional support for the student or family. These diagrams are reviewed periodically with students to evaluate changes to strengthen a positive relationship and build new ones.

Just also runs a weekly program called *Club Time* that is built into the school's Seminar time during the last class period of the day and is offered as Group support available to all of his caseload students at EMS where social-emotional learning is highlighted through the discussion of domestic violence issues and healthy relationships. He understands that this middle school age group—early- to mid-teens—is especially vulnerable to potentially witnessing domestic violence in a home setting as well as experiencing it as they begin dating.

Club Time is when he also invites School Resource Officers to talk with the students about these issues as well as others that may be related. These topics also come up in conversations during his informal lunch groups -- aptly titled *Lunch with Mr. Just* -- that meet during the different lunch periods with a smaller gathering of students.

Some key adaptations during the early stages of the pandemic with schools and businesses closed and everyone staying home more included instituting phone check-ins not only with students but with parents, too. Site Coordinators reached out to students to check on both academic progress as well as the overall social-emotional well-being of the student at the time. Site Coordinators also reached out separately to parents to share community resources and to gauge the family's well-being. If there were indicators of unhealthy relationships or domestic violence and abuse, additional resources addressing those issues were shared and connections were offered. Another important role filled by Site Coordinators during this time was assisting parents in obtaining home internet through the Cox C2C (Connect2Compete) program so families could remain connected to others through technology.

CIS of Mid-America annually partners with USD 490--El Dorado Public Schools, the Central Kansas Community Foundation, other local nonprofits in the community, and the Kansas Department for Children and Families to fund its El Dorado Middle School site. Each of these organizations participates at various levels of funding for the overall \$82,707 budget. We continue outreach for additional partnerships formed through the Site Coordinator with local agencies and businesses to ensure that students receive the services they need. Included with this application is a breakdown of the 2020 CIS of Mid-America spending from the award received last year and proof of non-profit status.

We need your partnership!

We know that you care for the youth in our community. Support for this program affords you the opportunity to address an important issue such as domestic violence with the younger generation in helping them develop strong, positive relationships and impact community behavior.

"You are honestly one of my biggest supporters in life and you have helped me in any way possible. I appreciate it so much, thank you for everything you do!" -- CIS of Mid-America Student to Site Coordinator

We welcome discussing the CIS of Mid-America program and how your \$7,500 award can help us continue ensuring young people full of potential stay in school and learn in a healthy environment.

Please feel free to contact me via phone at 785-856-1946 or via email at janelle.martin@cismidamerica.org. More information on our organization can be found online at cismidamerica.org or on Facebook at facebook.com/cismidamerica.

Sincerely,

Janelle

Janelle Martin
Associate Vice President for Resource Development

Enc: 2020 CIS of Mid-America Grant Award Spending Breakdown
CIS of Mid-America Nonprofit Status Letter
El Dorado Middle School Spotlight Reports -- Mid-year SY20-21 & Spring 2020

Communities In Schools of Mid-America, Inc

Statement of Activities - Actual vs Budget

As of Date:

12/31/2020

Funding Source:

City of El Dorado

Funding source

City of El Dorado

Year To Date

12/31/2020

Actual

Operating Revenue

Grant Revenue	7,500.00
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Total Operating Revenue	7,500.00
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Expenditures

Salary and Wages	1,060.19
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General and Administrative Expenses

Other Expenses

Program Evaluation	3,350.00
--------------------	----------

Administrative Costs	3,089.81
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Total Other Expenses	7,500.00
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Total General and Administrative Expenses	7,500.00
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Total Expenditures	7,500.00
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Change In Net Assets

0.00

OGDEN UT 84201-0029

In reply refer to: 4077591934
Apr. 11, 2014 LTR 4168C 0
48-1175467 000000 00
00041367
BODC: TE

COMMUNITIES IN SCHOOLS OF
MID-AMERICA INC
% TERESA STRAUZ
2721 W 6TH ST STE E
LAWRENCE KS 66049-4302



043053

Employer Identification Number: 48-1175467
Person to Contact: Ms. Wiles
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 30, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1996.

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

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077591934
Apr. 11, 2014 LTR 4168C 0
48-1175467 000000 00
00041368

COMMUNITIES IN SCHOOLS OF
MID-AMERICA INC
% TERESA STRAUZ
2721 W 6TH ST STE E
LAWRENCE KS 66049-4302

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

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tamera Ripperda". The signature is fluid and cursive, with a large, sweeping initial 'T'.

Tamera Ripperda
Director, Exempt Organizations

El Dorado Middle School

STUDENT ENGAGEMENT: THE CIS ADVANTAGE

Throughout the Communities In Schools of Mid-America (CIS MidAm) network, Site Coordinators have adapted and responded to living under various health restrictions with a renewed focus on building, strengthening, and maintaining relationships with students and families. While still relying on evidence-based practices, CIS MidAm has adapted delivery methods and applied the same Whatever It Takes approach to integrating resources into school and family life. Using digital platforms, when needed, such as Google Classroom, Zoom and Facebook, Site Coordinators have established critical "check-ins" to ensure students and families are healthy and safe.

The components of reengagement require integration among all the stakeholders and actors who surround and support students, something well within the CIS wheelhouse. Whether in-person, online, or through a hybrid form of blended learning - or if school buildings are closed on a periodic/rolling basis due to spikes in coronavirus infections - CIS has the experience to broker services and supports in-school and at-home.

With enhancements tailored to the specific needs of a disengaged population, potentially returning to disrupted school environments, the CIS Model is even more valuable to schools and districts seeking the best possible outcomes for all students and families. Student engagement continues to be CIS MidAm's priority responsibility this school year. Our partnerships during this time have been essential. We are grateful for the continued collaboration of our key stakeholders.

By the Numbers

268

Number of student check-ins completed this school year.

155

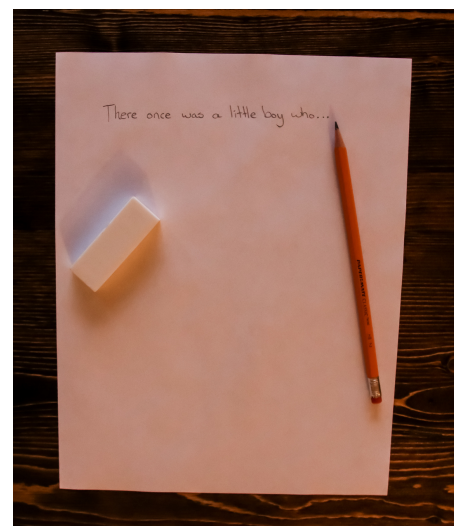
Number of students who received basic needs provisions (food, clothing, and/or school supplies).

12

Number of whole-school programs, such as family engagement supports, offered to students/families in El Dorado.

STUDENT SUCCESS STORY

Sam* had a terrible time in school. His behavior was so disruptive the school was considering moving Sam to off-site learning. Sam was enrolled in CIS and participated in small groups. He seemed to like it but was still having behavioral issues. Sam's grades ranged from As to Ds, but the Site Coordinator saw the immense potential in him. Sam loved to write stories in his spare time. He would bring them to school and share them with the Site Coordinator. Sam was forming a positive relationship with his Site Coordinator but continued to struggle with his classroom behavior. This year, Sam's parents opted to keep him in remote learning to see if working without the interruption of other students would help him. He was able to maintain the bond with his Site Coordinator, who supported him through calls and emails. At the end of the first quarter, Sam had four As and two Bs, had only missed one half-day, and had no behavioral issues.



*Name has been changed to protect the student's privacy.

El Dorado Middle School

CIS OF MID-AMERICA: IN SCHOOLS & BEYOND

In high-need, low-income communities, the impact of school closures due to the coronavirus crisis goes far beyond lost learning. Many of the students in these communities relied on their schools as a source of daily meals, stability, and more. For students and families who received additional services through Communities In Schools (CIS), their school buildings were also a vital link to a host of other non-academic supports such as groceries, clothing, medical care, and mental health services. In the face of this crisis, CIS of Mid-America went beyond the schools walls to meet students where they were and ensure that their basic needs did not go unmet. Alongside school employees, church groups, and community volunteers, our staff became crisis responders, supporting in efforts to benefit vulnerable students.

Together we continue to mobilize communities to meet student needs. Together, we are #AllinforKids. Thank you for all that you do.

In Times of Crisis,
Always #AllinforKids



COVID-19 Response: By the Numbers

1,263

number of students who
received basic needs
(food, clothing, hygiene,
school supplies)

2,235

students/parents who
received family engagement
supports

318

hours of TierII/III
student/parent supports
delivered

STUDENT SUCCESS STORY

When Susan* first met her CIS Site Coordinator, she was in a moment of crisis. During their initial visit, she shared details regarding her anxiety and depression and how she was coping with them. Due to this information, her Site Coordinator acted quickly to ensure that Susan was safe and did not have plans to hurt herself.

Susan told the Site Coordinator that she had seen him talking with other students and that made her feel comfortable reaching out. Since that initial meeting, Susan and her Site Coordinator met regularly. They were able to help Susan through some difficult times around the holidays and Susan is doing better with her anxiety and depression. Though all of her problems are not yet solved, Susan now has someone she trusts and can turn to.

*Name has been changed to protect student's identity.

— “ —

She told me she
feels better
knowing that we
can talk, and she's
really glad that I'm
in the school.

— ” —

March 9th, 2021

Phil Benedict, Executive Director
Thrive! Butler
PO Box 811
Andover, KS 67002

Re: Liquor Tax Program

Dear Mr. Benedict,

Thank you for your application for the 2020 Liquor Tax Program. To be eligible for the funds, you should have provided the following items to the City of El Dorado by noon on March 8, 2021:

1. A letter stating the amount of the request and what the funds will be used for;
2. Proof of non-profit status; and
3. Proof in the form of invoices, receipts, bank statements and or financial records of how funds were expended if they were received the prior year.

After reviewing the application packet submitted on Friday, February 26, 2021, we are declining your request for funds for 2021 as you did not provide Thrive! Butler's "Proof of non-profit status." Should you receive a non-profit status designation, we recommend that you submit your application for a future Liquor Tax Program cycle.

Please let me know any questions,

Sincerely,

Kristina D. Traina
Administrative Assistant to the City Manager

TO: City Commission
 FROM: David Dillner, City Manager
 SUBJ: Commission Pay Charter Ordinance
 DATE: March 29, 2021

Background: Since the adoption of Charter Ordinance No. 6 in 1972, members of the City Commission each receive annual compensation of \$100, with 50% paid in June or July. Upon request, the City issues members a laptop or tablet for official business. The City Commission may also attend conferences, workshops and meetings that directly relate to City business.

In addition to their City Commission duties, members of the City Commission may also serve as a governing board member or liaison to a variety of local and regional agencies and organizations. These additional assignments are unpaid.

The City Commission requested staff to prepare a comparative analysis of area municipalities current compensation amounts for elected officials. The results of the analysis may be found in the table below.

City	Council or Commission	Compensation Amount
Andover	City Council	Mayor \$100 per attended meeting Council \$75 per attended meeting Mayor an additional annual payment of \$3600 Council an additional annual payment of \$2000 Each receive \$20 monthly for internet
Arkansas City	Commission	Commission waives compensation
Atchison	Commission	\$75 a year
Augusta	City Council	\$1,500 a year paid quarterly
Derby	City Council	\$30 stipend (donate to Derby Community Foundation or keep it. Most donate it.)
El Dorado	Commission	\$100 a year paid in June/July
Haysville	City Council	Mayor - \$750 monthly. Council members - \$100 monthly
Hutchinson	City Council	Not compensated
Lansing	City Council	\$200 monthly
McPherson	Commission	Base amount of \$991.37 a month. Option to be on health ins. Plan and KPERS. If opt out of health ins. Will be paid in lieu of. One member rec's \$2,181.37 a month. City does pay portion of health ins.
Merriam	City Council	Mayor -\$1,022.25 monthly. Council members - \$463.42 monthly
Newton	Commission	\$2,100 p/y payable monthly + \$25 each for each special or emergency mtg. Mayor \$2,700 p/y payable monthly + \$30 each for each special or emergency mtg.
Ottawa	Commission	\$1,200 a year payable quarterly
Winfield	Commission	\$600 a year payable \$50 a month

Recommendation: Approve the Charter Ordinance as provided.

Fiscal Impact: The City does not anticipate any meaningful impact to the City’s budget because of increasing City Commission compensation. The proposed amounts would annually cost \$8,000 if adopted by the City Commission.

Legal Review: The City Attorney has not reviewed this item.

Commission Action:

Commissioner _____ moved to approve Charter Ordinance Number 27, an Ordinance exempting the City of El Dorado, Kansas from the terms and provisions of sections 12-1005A, 12-1006 and 12-1007, Kansas Statutes Annotated, providing substitute and additional provisions on the same subject relating to compensation and repealing Charter Ordinance Number 6.

Commissioner ____ seconded the motion.

ROLL CALL VOTE

Position No. 4	Commissioner Kendra Wilkinson	_____
	Mayor Bill Young	_____
Position No. 1	Commissioner Matt Guthrie	_____
Position No. 2	Commissioner Gregg Lewis	_____
Position No. 3	Commissioner Nick Badwey	_____

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CHARTER ORDINANCE NO. 27

AN ORDINANCE EXEMPTING THE CITY OF EL DORADO, KANSAS, FROM THE TERMS AND PROVISIONS OF SECTIONS 12-1005A, 12-1006 AND 12-1007, KANSAS STATUTES ANNOTATED, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO COMPENSATION AND REPEALING CHARTER ORDINANCE NUMBER 6.

Section 1: The City of El Dorado, Kansas, by virtue of the power invested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to make inapplicable to it and exempts itself from the terms and provisions of Sections 12-1005a, 12-1006 and 12-1007, Kansas Statutes Annotated, which apply to said City, but not uniformly to all cities, and to provide substitute and additional provisions on the same subject as are hereafter provided.

Section 2: There is hereby established a five (5) member Commission for such City consisting of separate positions as hereinafter provided. At the next regular City election to be held in 1973, there shall be elected five (5) Commissioners as follows: One Commissioner shall be elected to the position of "Mayor" for a term of two (2) years, One Commissioner shall be elected to "Position Number One (1)" for a term of four (4) years, One Commissioner shall be elected to "Position Number Two (2)" for a term of two (2) years, One Commissioner shall be elected to "Position Number three (3)" for a term of four (4) years, and One Commissioner shall be elected to "Position Number Four (4)" for a term of two (2) years.

- a) In the year 1975 and thereafter, all Commissioners elected to the position of Mayor shall have terms of two years and all Commissioners elected to Position One (1), Two (2), Three (3) and Four (4) shall have terms of four (4) year.
- b) Candidates for election as City Commissioners shall file for election to one of the positions subject to election, and at each such election, the person receiving the largest number of votes for each position shall be elected to such position.
- c) All Commissioners elected as provided herein shall hold office until their successors have been elected and qualified.
- d) The Governing Board of the City of El Dorado, Kansas, shall consist of such five (5) Commissioners and no distinction shall be made in title or duties among such Commissioners except as herein set forth.
- e) Qualifications of Commissioners shall be those provided for in Section 14-1301, Kansas Statutes Annotated, as amended, and bonds of Commissioners shall be those provided in Section 14-1304, Kansas Statutes Annotated, as amended, and vacancies shall be filled in the manner provided for in Section 14-1305, Kansas Statutes Annotated, as amended.
- f) The Commission shall determine its own order of business, and the Mayor shall be the official head of the Commission on formal occasions.
- g) Each Commissioner shall receive compensation at the rate of \$1,500 per year and the Mayor shall receive compensation at the rate of \$2,000 per year. Payments for said compensation shall be made on a quarterly basis.

Section 3: Except as otherwise herein set forth, such City shall be governed by the provisions of Section 12-1001, et seq. Kansas Statutes Annotated, as amended, in so far as applicable.

Section 4: Publication. This Ordinance shall be published once each week for two (2) consecutive weeks in the Official City Newspaper.

Section 5: Effective Date. This Charter ordinance shall take effect January 1, 2022 unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED by the Governing Body of the City of El Dorado, Kansas, not less than two-thirds of the members elect voting in favor thereof, this 15th day of March 2021.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Transient Guest Tax Charter Ordinance
DATE: March 25, 2021

Background:

The City Commission increased the Transient Guest Tax to 8% effective in the third quarter of this year. When the ordinance was filed with the State, they discovered that it included the incorrect definition for Hotel, Motel or Tourist Court. According to K.S.A. 12-1696(b), the definition should say two bedrooms instead of eight. They have asked us to fix the ordinance and resubmit it.

Attachments:

Charter Ordinance for Transient Guest Tax

Policy Issue:

The City Commission must approve amendments to the Municipal Code.

Fiscal Impact:

There is no fiscal impact for this change.

Trade-offs:

N/A

Staff Recommendation:

Approve the Charter Ordinance.

Commission Actions:

Commissioner _____ moved to approve Charter Ordinance No. 28, a Charter Ordinance exempting the City of El Dorado, Kansas, from K.S.A., Sections 12-1692, 12-1697 and 12-1698, and providing substitute and additional provisions on the same subject and repealing Charter Ordinance Number 25.

Commissioner _____ seconded the motion.

ROLL CALL VOTE

Position No. 3	Commissioner Nick Badwey	_____
Position No. 4	Commissioner Kendra Wilkinson	_____
	Mayor Bill Young	_____
Position No. 1	Commissioner Matt Guthrie	_____
Position No. 2	Commissioner Gregg Lewis	_____

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CHARTER ORDINANCE NO. 28

A CHARTER ORDINANCE EXEMPTING THE CITY OF EL DORADO, KANSAS, FROM K.S.A. SECTION 12-1692, 12-1697 and 12-1698, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT AND REPEALING CHARTER ORDINANCE NUMBER 12 AND CHARTER ORDINANCE NUMBER 25

Section 1. The City of El Dorado, Kansas, a city of the second class, by virtue of the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt and does exempt itself from and makes inapplicable to it K.S.A. 12-1692, 12-1697 and 12-1698, which section is not applicable uniformly to all cities of the second class and the legislature, not having established classes of cities for the purpose of imposing tax limitations and prohibitions, and provides substitute and additional provisions as hereinafter provided.

Section 2. As used in this ordinance, the following words and phrases shall have the meanings respectively ascribed to them herein:

- a. "Person" means an individual, firm, partnership, corporation, joint venture or other association of person;
- b. "Hotel", "Motel" or "Tourist Court" means any structure or building which contains rooms furnished for the purposes of lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests and having more than two (2) bedrooms furnished for the accommodation of such guests;
- c. "Transient Guest" means a person who occupies a room in a hotel, motel or tourist court for not more than twenty-eight (28) consecutive days;
- d. "Business" means any person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, room or a part thereof in connection with any motel, hotel or tourist court.

Section 3. That a transient guest tax of eight (8) percent shall be levied in the City of El Dorado, Kansas, upon the gross rental receipts derived from or paid by Transient Guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any Hotel, Motel or Tourist court. The effective date of said tax shall be July 1, 2021. Such tax shall continue to be levied at five (5) percent until that date.

Section 4. Publication. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 5. Effective Date. This Charter ordinance shall take effect July 1, 2021 after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED by the Governing Body of the City of El Dorado, Kansas, on this 5th day of April, 2021.

Bill Young, Mayor

ATTEST:

Tabitha Sharp, City Clerk

APPROVED AS TO FORM:

Ashlyn Lindskog, City Attorney

TO: City Commission
FROM: Scott Rickard
SUBJ: Project #560 Sanitary Sewer South Haverhill Public Hearing
DATE: March 15, 2021

Background:

Project No. 560 is complete. The City Commission established this date to hold the public hearing and to spread the costs to the property involved. This project extended a Sanitary Sewer line to serve properties on the west side of Haverhill road which previously did not have public sewer service.

Project Schedule:

If the Commission approves the Ordinance the property owners within the Improvement District will have until June 2021 to pay assessment in full, if payment is not made a special assessment will be added to the affected properties.

Strategic Plan:

***III. Infrastructure** - The City invests in its public infrastructure to ensure that the community has the most basic resources necessary to thrive and prosper.*

- a. Evaluate funding options for ***continued investment in critical public infrastructure.***

Attachments:

Ordinance

Policy Issue:

The City Commission must hold a public hearing to allow citizens to express concerns regarding the project.

Alternatives:

N/A

Fiscal Impact:

The total cost of the project is \$5,519.73. The costs assessed to the improvement district will be \$5,519.73 and city-at-large costs will be \$0.00. The total cost of the project will be paid out of the sewer fund. The improvement district will be able to pay off the debt over a twenty-year period.

Trade-offs:

The decision of a governing body to provide public improvements often requires nearby property owners to equally be assessed a portion of the improvements. In such instances, this requires balancing community benefits with potentially negative impacts on the assessed property owners.

Staff Recommendation:

Hold the Public Hearing and proceed with the assessments.

Commission Actions:

Commissioner _____ to approve Ordinance No.1348 an ordinance levying special assessments on certain property to pay the costs of internal improvements in the City of El Dorado, Kansas, as previously authorized by Resolution No. 2898 of the city; and providing for the collection of such special assessments.

Commissioner _____ seconded the motion.

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON APRIL 5, 2020**

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

Absent:

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

* * * * *

(Other Proceedings)

The Mayor opened a public hearing for the purpose of receiving written or oral objections and considering proposed assessments for the costs of certain internal improvements previously authorized by the governing body of the City. It was determined by the governing body that notice of the public hearing was duly published and mailed in accordance with K.S.A. 12-6a01 *et seq.* Thereafter, the Mayor adjourned the public hearing.

An Ordinance was presented entitled:

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN
PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE
CITY OF EL DORADO, KANSAS, AS PREVIOUSLY AUTHORIZED BY
RESOLUTION NO. 2898 OF THE CITY; AND PROVIDING FOR THE
COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

The Ordinance was considered and discussed, and on motion of Commissioner _____,
seconded by Commissioner _____, the Ordinance was passed by the following vote:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then numbered Ordinance No. [____], was signed by the Mayor and attested by the City Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City. The City Clerk was further directed to cause a Notice of Assessment to be mailed to each and all of the known property owners affected thereby on the same date that the Ordinance or a summary thereof is published.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

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

(SEAL)

City Clerk

(Published in *The Butler County Times-Gazette* on April 10, 2021)

ORDINANCE NO. [____]

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF EL DORADO, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 2898 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of El Dorado, Kansas (the “City”) has previously authorized certain internal improvements (the “Improvements”) to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body has conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

Section 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Project No. 560 - Sanitary Sewer Improvements

Resolution No. 2898
Sanitary Sewer Improvements

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on **Exhibit A** attached hereto.

Section 2. Payment of Assessments. The amounts so levied and assessed in **Section 1** hereof shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part within thirty (30) days from the date of publication of this Ordinance or a summary thereof.

Section 3. Notification. The City Clerk shall notify the owners of the properties described in **Exhibit A** attached hereto (insofar as known to the City Clerk) of the amounts of their respective assessments. The notice shall also state that unless such assessments are paid within thirty (30) days from the date of publication of this Ordinance or a summary thereof, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. Certification. Any amount of special assessments not paid within the time prescribed in **Section 2** hereof shall be certified by the City Clerk to the Clerk of Butler County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this

Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication of the Ordinance or a summary thereof once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on April 5, 2021 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Ordinance; that the Ordinance was passed on April 5, 2021; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in ***The Butler County Times-Gazette*** on April 10, 2021.

DATED: April 10, 2021.

City Clerk

EXHIBIT A-1

**PROJECT 560 - SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 2898**

Description of Property	Amount of Assessment
A tract of land commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6 th P.M., Butler County, Kansas; thence South 313.06 feet, for a point of beginning; thence South 208.71 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet to the point of beginning.	\$2,759.87
A tract of land commencing at a point being 313.06 feet South and 417.43 feet West of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6 th P.M., Butler County, Kansas, thence on an assumed bearing of S 00°23'34" W a distance of 397.97 feet for a point of beginning; thence S 89°12'35" E a distance of 377.22 feet to the west right of way line of SW Haverhill Road; thence S 00°23'34" W along said right of way a distance of 293.54 feet; thence N 89°12'35" W a distance of 377.06 feet; thence N 00°23'55" E a distance of 293.54 feet to the point of beginning.	\$2,759.87

NOTICE OF ASSESSMENT

April 10, 2021
City of El Dorado, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that pursuant to Ordinance No. [____] (the “Ordinance”) of the City of El Dorado, Kansas (the “City”) there has been assessed against the property the costs of certain internal improvements previously authorized by the governing body of the City (the “Improvements”). The description of the Improvements, the resolution number authorizing the same and the amount of assessment are set forth on ***Schedule I*** attached hereto.

You may pay this assessment in whole or in part to the City Treasurer of the City within thirty (30) days from the date hereof; and if the amount is not paid within the time period, bonds will be issued therefor, and the balance of such assessment will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.* Interest accruing between the date set forth above and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Tabitha Sharp, City Clerk

SCHEDULE I

**PROJECT 560 - SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 2898**

Description of Property	Amount of Assessment
A tract of land commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6 th P.M., Butler County, Kansas; thence South 313.06 feet, for a point of beginning; thence South 208.71 feet; thence West 208.71 feet; thence North 208.71 feet; thence East 208.71 feet to the point of beginning.	\$2,759.87
A tract of land commencing at a point being 313.06 feet South and 417.43 feet West of the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6 th P.M., Butler County, Kansas, thence on an assumed bearing of S 00°23'34" W a distance of 397.97 feet for a point of beginning; thence S 89°12'35" E a distance of 377.22 feet to the west right of way line of SW Haverhill Road; thence S 00°23'34" W along said right of way a distance of 293.54 feet; thence N 89°12'35" W a distance of 377.06 feet; thence N 00°23'55" E a distance of 293.54 feet to the point of beginning.	\$2,759.87

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

The undersigned, City Clerk of the City of El Dorado, Kansas, does hereby certify that on April 10, 2021, the date on which Ordinance No. [_____] (the “Ordinance”) of the City was published, I caused to be mailed to the owners of the properties liable for the assessments set out in the Ordinance, at their last known post office addresses, a Notice of Assessment showing the respective assessments levied against their properties and stating the manner in which the assessments will be collected.

A sample copy of the form of such Notice of Assessment is attached hereto.

WITNESS my hand and seal as of April 10, 2021.

(Seal)

Tabitha Sharp, City Clerk

[attach sample copy of form]

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

The undersigned, City Clerk of the City of El Dorado, Kansas (the “City”), does hereby certify that within the time allowed by Ordinance No. [____] of the City for the payment of special assessments in cash, property owners specially assessed for the costs of certain internal improvements previously authorized by the governing body of the City, paid in cash the amounts set forth below:

Resolution No.	Amount
TOTAL	\$_____

WITNESS my hand on _____.

City Clerk

TO: City Commission
FROM: Scott Rickard
SUBJ: 142 N Main St. CDBG Closeout Public Hearing
DATE: March 29, 2021

Background:

The phase 1 CDBG project at 142 N. Main St, is complete. This project included the installation of a fire suppression system, waterproofing the basement, and a new roof.

2021 Strategic Plan

- I. **Economic Development** – *The City actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community.*
 - a. Actively collaborate with downtown stakeholders to ***facilitate revitalization efforts in downtown El Dorado.***

Attachments:

Close out documents

Policy Issue:

The City Commission must hold a public hearing to close out the project and authorize the Mayor to sign all applicable documents.

Alternatives:

N/A

Fiscal Impact:

The total project cost for phase 1 - **\$336,679.62**, (\$247,950.00 in Grant Funds, \$88,729.62 Property Owners contribution.)

Staff Recommendation:

Hold the Public Hearing and approve the close out

Commission Actions:

Commissioner _____ moved to close out the phase 1 CDBG project at 142 N. Main St. and authorize the Mayor to sign all documents required of the grant

Commissioner _____ seconded the motion

[Return to Agenda](#)

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of El DoradoGRANT NO. 19-CR-002STREET ADDRESS 220 East First StreetREQUEST NO. Five (5)PO BOX PO Box 2003srickard@eldoks.comCITY, STATE, ZIP El Dorado, KS 67042

Grantee's - E-mail address for notifying about ACH deposit

gmcowell@sckedd.org

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>2,000.00</u>
2	CDBG GRANT AWARD	<u>247,950.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	
4	TOTAL FUNDS (2 + 3)	<u>247,950.00</u>
5	CDBG FUNDS RECEIVED TO DATE	<u>245,950.00</u>
6	TOTAL (1 + 5)	<u>247,950.00</u>
7	REMAINING CDBG FUNDS (4 - 6)	

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE _____ SIGNATURE _____ TITLE _____

DATE: _____ SIGNATURE _____ TITLE _____

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____

2. AUTHORIZED SIGNATURE: _____

3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA

4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

ECONOMIC DEVELOPMENT SPECIALIST _____ DATE _____

ADMINISTRATIVE/ COMPLIANCE _____ DATE _____

FISCAL _____ DATE _____

Kansas Department of Commerce
Small Cities Community Development Block Grant

(For Economic Development Grants, please attach a copy of summary of payment)

Kansas Dept of Commerce

1000 SW JACKSON STREET, SUITE 100

TOPEKA, KS 66612-1354

CDBG-F-CD
6/2017 (REV)

	ACTIVITY	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
NO.	NAME (As on Budget Form)	CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
1a	Building Rehab	247,950.00	62,150.00	310,100.00	2,000.00	247,950.00		-14,918.26	68,729.62	-6,579.62
1b	Architectural Services		3,500.00	3,500.00					3,000.00	500.00
3a	Administration		17,000.00	17,000.00				4,250.00	17,000.00	

100%

GRANT CLOSE-OUT TRANSMITTAL FORM

Grantee's Name and Address:

City of El Dorado

220 East First Street

El Dorado, KS 67042

Grant Agreement No.: 19-CR-002

Commencement Date: October 15th 2019

Completion Date: December 15th 2020

Please complete this form and items 1 through 6 for all grant types (7 is for applicable grants containing construction), including the Performance Hearing Affidavit to conclude this grant project. If this is a business finance or infrastructure grant, complete 9 through 11 in addition. If this is a housing grant, complete Form 12.

1. Grantee's Release Form * _____
2. Final Independent Auditor's Report
3. Final Quarterly Progress Report (Section 2)
4. Certificate of Completion (2 originals) *
- ~~5. Property Management Report~~
- ~~6. Explanation of Refund Check (if applicable)~~
7. Notice of Completion/Final Inspection – Final Wage Compliance Report *
8. Performance Hearing Affidavit
- ~~9. Economic Development Report, and~~
~~Copy of Final Payroll and Employee Certification Report (from final monitoring)~~
- ~~10. Legal Review and Closeout Report (Economic Development)~~
- ~~11. Program Income Assignment Agreement (Economic Development)~~
- ~~12. Housing Rehabilitation and demo data~~
13. Section 3 Tables A - D

No costs have been incurred after the Completion Date of the above contract. All necessary documents and procedures have been followed, thereby finalizing the above referenced contract.

Gloria McDowell

Preparer's Name

Grant Administrator

Title

316-440-3962

Telephone Number

March 23rd 2021

Date

Rev. 2/2018

GRANTEE'S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 19-CR-002 and in consideration of
2 the sum of Two Hundred and Forty Seven Thousand Nine Hundred Fifty Dollars and Zero Cents
3 (\$247,950.00) which has been
4 or is to be paid under the said contract to City of El Dorado,
5 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
6 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
7 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
8 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 5th day of
9 April, 2021.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: Bill Young, Mayor

ATTEST AND SEAL

12 _____

13 _____

(Rev. 2-2018)

FINAL INDEPENDENT AUDITOR'S REPORT

If the grantee expends **\$750,000** or more from all Federal sources in any fiscal year in which the grant is open, a 2 CFR Part 200 audit is required from the grantee. If you expend or expect to expend this amount in the current fiscal year, please indicate below. If required, a copy of the entire audit report must be submitted to Commerce in the required time period.

- ☒ A. 2 CFR Part 200 audit is not required.
- ☐ B. Audit is complete and one copy is enclosed.
- ☐ C. Audit is in progress or not yet begun.

Auditor's Name: _____

Address: _____

Telephone: _____

Contact person with firm: _____

Date audit to begin: _____

How the audit will be paid for: _____

Date audit to be completed: _____

QUARTERLY PROGRESS REPORT - PAGE 1
KANSAS DEPARTMENT OF COMMERCE
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grantee: <u>City of El Dorado</u>	Report #: <u>Six (6) Final</u>
Grant #: <u>19-CR-002</u>	Quarter Ending: <u>03/31/2021</u>
Address: <u>220 East First Avenue El Dorado, Kansas 67042</u>	Contract Award End Date: <u>7/10/19</u>
Company Name (ED Projects): _____	Date Prepared: <u>3/25/2021</u>
Current Chief Elected Official: <u>Bill Young</u>	
Name and telephone number of person who prepared this report: <u>Gloria McDowell/SCKEDD</u>	<u>316-440-3962</u>
Name	Telephone Number

Financial Status:

Total Grant: <u>\$247,950.00</u>	Total Local Injection <u>\$82,650.00</u>
Drawdowns received to date: <u>\$247,950.00</u>	Local spent to date <u>\$88,729.62</u>
Drawdowns requested and not yet received: <u>\$0</u>	Initial Monitoring Conducted ☒
Total Grant available <u>\$0.00</u>	Final Monitoring Conducted ☒

Contracts Awarded This Quarter With All Monies: *

Name & Address, DUNS#	Total Contract Amount	Local	CDBG	Activity		Contractor Data				
				No.	Title	Type of Procurement	Section 3	** MBE	** WBE	Davis- Bacon
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							
		☐	☐							

* Attach additional pages if needed.

** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:
 Completed Final Monitoring and Closeout Process.

Planned activities next quarter:

Technical assistance needs:

QUARTERLY PROGRESS REPORT - PAGE 2

You must complete this page if you have a:

1. Community Improvement, Urgent Need or KAN STEP grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

Complete for all circumstances listed above:

		Number of Beneficiaries	Number of LMI Beneficiaries
1.	Target	42,661	22,022
2.	Total to Date	42,661	22,022

*		White	BAA	BAA/W	AI/AN	NH/PI	A	A/W	AI/AN/BAA	AI/AN/W	Other
1.	Total Beneficiaries	41,358	297	95	135	11	43	24	7	158	7
2.	Hispanic Beneficiaries	321	4	0	12	0	3	0	0	0	186

*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

- | | |
|--|-------|
| 3. Total Number of Households Benefiting to Date | 17064 |
| 4. Total Number of Female Heads of Households Benefiting | 1966 |
| 5. Total Number of Disabled Persons Benefiting | 2136 |

NOTE: Beneficiaries are to be reported cumulatively as they occur

Economic Development Grants only:

Proposed (FTE - Jobs Count)

	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8
1. Total Jobs Retained								
2. Total LMI Jobs Retained								
3. Total Jobs Created								
4. Total LMI Jobs Created								
5. Total Jobs to be generated								

Accomplishments

	a. Planned this Quarter	b. Completed this Quarter	c. Completed to Date
6. Number of Jobs Retained			
7. Number of LMI Jobs Retained			
8. Number of Jobs Created			
9. Number of LMI Jobs Created			

10. Explain any variances from planned number of jobs:

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of El Dorado	B. Grant Agreement Number 19-CR-002
--	---

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Construction	316,679.62		316,679.62	
2. Architectural Services	3,000.00		3,000.00	
3. Administration	17,000.00		17,000.00	
4.				
5.				
6.				
7.				
8.				
9. Total Program Costs	336,679.62		336,679.62	
10. Less Other Funds Applied	88,729.62		88,729.62	
11. CDBG Grant Amount Applied	247,950.00		147,950.00	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	247,950.00	
13. Estimated for Unsettled Third-Party Claims	0.00	
14. Subtotal (Line 11c)	247,950.00	
15. Grant Amount Per Agreement (from contract)	247,950.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0.00	
17. Grant Funds Received	247,950.00	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0.00	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

None

☐ Check if continued on additional sheet and attach

F. Remarks

None

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Bill Young, Mayor

Date

Signature of Chief Elected Official

Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date

Signature for CDBG Program

Typed Name

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of El Dorado	B. Grant Agreement Number 19-CR-002
--	---

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Construction	316,679.62		316,679.62	
2. Architectural Services	3,000.00		3,000.00	
3. Administration	17,000.00		17,000.00	
4.				
5.				
6.				
7.				
8.				
9. Total Program Costs	336,679.62		336,679.62	
10. Less Other Funds Applied	88,729.62		88,729.62	
11. CDBG Grant Amount Applied	247,950.00		147,950.00	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	247,950.00	
13. Estimated for Unsettled Third-Party Claims	0.00	
14. Subtotal (Line 11c)	247,950.00	
15. Grant Amount Per Agreement (from contract)	247,950.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0.00	
17. Grant Funds Received	247,950.00	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0.00	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

None

☐ Check if continued on additional sheet and attach

F. Remarks

None

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Bill Young, Mayor

Date

Signature of Chief Elected Official

Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date

Signature for CDBG Program

Typed Name

NOTICE OF COMPLETION/FINAL INSPECTION AND FINAL WAGE COMPLIANCE REPORT FORMAT

To: Kansas Department of Commerce
CDBG Program
1000 S.W. Jackson St., Suite 100
Topeka, Ks 66612-1354

Date: April 5th 2021

Grantee: City of El Dorado

Grant Number: 19-CR-002

1. Date of Construction Completion: December 15th 2020

2. Date of Final Inspection: December 8th 2020

FINAL WAGE COMPLIANCE REPORT FORMAT

While you or your representative were reviewing the contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

☒ NO ☐ YES

If yes, provide the following information:

- a. Total amount of restitution paid (difference between what was first paid and what was required to be paid): \$ _____
- b. Method of restitution:
 - ☐ paid by contractor(s)
 - ☐ paid by city with funds withheld from payment to contractor(s).

Name of Contractor or Subcontractor	Name of Affected Employees	Amount of Restitution Paid to Employee	Nature of Violation Leading to Restitution

Date	Signature of Chief Elected Official	<u>Bill Young, Mayor</u> Typed Name and Title
------	-------------------------------------	--

Exhibit 3

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

TABLE B

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisor	1	1	0	0
Professionals	1	1		
Technical	2	2		
Hsq. Sales/Rental Management	0	0		
Office/Clerical	1	1		
Service Workers	0	0		
Others	0	0		
TRADE:	0	0		
Journeyman	7	7		
Helpers	2	2		
Apprentices	0	0		
Trainees	0	0		
Others	0	0		
TRADE:	0	0		
Journeyman	3	3		
Helpers	2	2		
Apprentices	0	0		
Trainees	0	0		
Others	0	0		

Merksof Enterprises, LLC.

Company

El Dorado/Butler

CDBG Project Name (City/County)

19-02-002

CDBG Project Number

Crystal Lake

Person Completing Form

8-17-20

Date

BIDDER'S PROPOSED SECTION 3 CONTRACT/SUBCONTRACTS

[illegible]

Company

CDBG Project Name (City/County)

CDBG Project Number

Person Completing Form

Date _____

CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

TABLE D

CDBG Project Number: 19-CR-002 Total Dollar Amount of Contract 329,597.83

Name of Prime Contractor: Chartwell Enterprises, LLC

Address: PO Box 822 Anderson, KS 67002

Federal Identification Number: 27-3977150

Subcontractor	Sec 3 Business?	Address	Phone #	Trade/ Service/ Supply	Contract Amount	Award Date	Bid - Competitive or Negotiated?	DUNS # Number
Stanfield Roofing	NO	580 N. Haverhill El Dorado, KS 67042	316-322 7752	Roofing	152,023	7/20	Competitive	05-615- 1817
Thrasher Roofing	NO	11844 Valley Road Papillion, NE 68046	800-827 0702	Foundation	47,619	7/20	Competitive	16-445- 3944
Cervetta Consolidated	NO	3435 W. Harry Wichita, KS 67213	316-945 0797	Plumbing	110,533	7/20	Competitive	00-281- 6817
Total - all Section 3 contracts					310,175			

Exhibit 4

CONTRACTOR'S SECTION 3 NEW HIRES REPORT

TABLE C

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisor	1	1	0	0
Professionals	1	1		
Technical	2	2		
Hsq. Sales/Rental Management	0	0		
Office/Clerical	1	1		
Service Workers	0	0		
Others	0	0		
TRADE:				
Journeyman	7	7		
Helpers	2	2		
Apprentices	0	0		
Trainees	0	0		
Others	0	0		
TRADE:				
Journeyman	3	3		
Helpers	2	2		
Apprentices	0	0		
Trainees	0	0		
Others	0	0		

Mart+Self Enterprises, LLC

Company

EL Dorado / Butler

CDBG Project Name (City/County)

19-CR-002

CDBG Project Number

Crystal Duke

Person Completing Form

12-3-20

Date

TO: City Commission
FROM: Scott Rickard
SUBJ: Black and Veatch Professional Services Agreement for the Water Capacity and Treatment Study
DATE: March 29, 2021

Background:

The City is in need of evaluating the existing treatment and distribution system to plan for current improvements and future development needs. Development of a proactive master plan will set the course for the City to cost-effectively meet their mission of a well maintained and fiscally sound water production facility, proactive maintenance and enhancement of the water distribution system.

Proactively utilizing the excess yield from El Dorado Lake allows the City to serve future growth within the system and to pursue industrial growth prospects. This growth will create a new revenue stream that can be used to reinvest in the lake, community, and the community's infrastructure. This Master Plan will conceptually evaluate expanding the existing water treatment plant (WTP), develop conceptual transmission routing and tower placement, identifying needed distribution improvements to enhance operational effectiveness and evaluating rate structures to finance future projects.

Project Schedule:

The Final Master Plan will be completed in November of 2021

Strategic Plan:

Infrastructure - *The City invests in its public infrastructure to ensure that the community has the most basic resources necessary to thrive and prosper.*

- *Adopt and implement a **multi-year Capital Improvement Plan** that provides for the replacement of existing public infrastructure while also providing a mechanism for growth opportunities.*
- *Continuously **evaluate public facilities** to ensure that such facilities receive proper investment for maintenance, and facilitate the planning of new or renovation of such facilities when needed to maintain service delivery.*
- *Develop a long-term finance plan to prudently manage and pay off debt obligations associated with **water storage capacity** at El Dorado Lake.*

Economic Development – *The City actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community.*

- *Facilitate the **proactive recruitment of industrial development opportunities** that leverage El Dorado's physical and intangible assets.*
- *Market El Dorado's **industrial and business parks** as prime sites for development opportunities.*

Attachments:

Scope, Fee, and Contract

Policy Issue:

The City Commission must authorize the City Manager to sign the contract.

Alternatives:

Review and reevaluate the scope of the masterplan.

Fiscal Impact:

The not to exceed cost in the contract is \$189,980. The cost for this plan will be paid from reserves of the Water Fund.

Staff Recommendation:

Proceed with the plan

Commission Actions:

Commissioner _____ moved to authorize the City Manager to execute a contract with Black and Vetch for the purpose of creating an El Dorado Water Master Plan.

Commissioner _____ seconded the motion

[Return to Agenda](#)

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

SCOPE OF WORK

Owner: City of El Dorado, Kansas
Engineer: Black & Veatch Corporation
Project: Water Treatment and System Master Plan

I. Project Background and Understanding

The City of El Dorado, KS (City) is evaluating the existing treatment and distribution system to plan for current improvements and future development needs. Development of a proactive master plan will set the course for the City to cost-effectively meet their mission of a well maintained and fiscally sound water production facility, proactive maintenance and enhancement of the water distribution system. The foundation of the City's water supply is El Dorado Lake, an 8,400-acre reservoir that provides a reliable supply of high-quality raw water for the City. Currently, the average annual water demand to serve existing customers from the lake is approximately 9 million gallons per day (mgd). Based on a yield analysis of El Dorado Lake conducted by Black & Veatch, 20 mgd is available for treatment 84 percent of the time, and 13.3 mgd, in addition to the 9 mgd for existing customer's average annual demands, is available 100 percent of the time.

Utilizing the excess yield allows the City to serve future growth within the system and to pursue industrial growth prospects. This growth will create a new revenue stream that can be used to reinvest in the lake, community, and the community's infrastructure. This Master Plan will conceptually evaluate expanding the existing water treatment plant (WTP), develop conceptual transmission routing and tower placement, identifying needed distribution improvements to enhance operational effectiveness and evaluating rate structures to finance future projects.

II. Scope of Services

A. Project Communication

1. Project Management. Engineer will provide management functions required to successfully complete the work associated with these Scope of Services, including project correspondence with the Owner; consultation with the Owner's staff; supervision and coordination of the Services and sub-consultants; implementation of a Project Work Plan, Project Schedule and QA/QC Plan. Project management functions will include scheduling and assignment of personnel resources; continuous monitoring of work progress; quality control reviews; and invoicing for the work performed.

2. Project Kick-Off Meeting.

A project kickoff meeting will be held to discuss the project goals and objectives for the study. The project schedule will be reviewed, and lines of communication will be established. The project scope will be reviewed to confirm the Owner's expectations for the Master Plan.

B. Existing Process Evaluation

1. Compile & Review Historical Data. Engineer will compile and review in house documentation to identify additional data requirements. A list of additional data needs will be developed and submitted to the City.
2. Existing System Evaluation and Site Visit. An onsite investigation, with operations staff, of the existing WTP will be conducted. Engineer will verify existing hydraulics, capacities and processes at the treatment facility. The distribution model will be compared to GIS to identify gaps in the pipe network and SCADA data to confirm model calibration needs. The Engineer will conduct a virtual workshop with the Owner to review and confirm results of the system evaluation.

C. Treatment Expansion Alternatives

1. Treatment Expansion Evaluation. Evaluate up to four future expansion scenarios at the WTP. Anticipated expansion scenarios include 1 mgd, 3 mgd, 5 mgd and 10 mgd but will be adjusted as needed based on the appropriate treatment capacity trigger points. The evaluation will include investigating the current disinfection system, plant bottlenecks, and CT calculations, along with considerations for operation flexibility and redundancy. For budgeting purposes, it is assumed the following alternatives will be considered:

- Expand the existing WTP to the west with additional treatment trains
- High rate clarification technology
- Membrane filtration

The Engineer will conduct a workshop to review and discuss treatment plant expansion alternatives. Conceptual level plans for incorporation into the final documents.

2. Opinion of Probable Construction Cost. All opinions of probable construction cost will be developed utilizing previous reports, bid tabs developed for the City and bid tabs from regional communities. Cost will be adjusted to 2021 dollars. Since Engineer has no control over the cost of labor, material, or equipment furnished by others not under contract to Engineer, Engineer's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. Engineer does not guarantee or warranty that proposals, bids, or actual project costs will not vary from Engineer's opinions of probable cost.

D. Distribution Improvement Evaluation

1. Distribution Model Update. Engineer will update the model infrastructure and demand allocation. GIS, SCADA and pressure data will be provided by the City to assist with model updates. City will provide GIS, summer 2020 SCADA and available system pressure data.

It is assumed the average day demand and demand allocation in the model matches current conditions in the system. To validate model accuracy the Engineer will provide average day demand and the demand allocation for the top ten water users to the City for verification and comment. City modifications to the demand allocation for the top ten users will be adjusted in the model. If adjustments to the average day demand are required, a system wide ratio will be applied to increase/decrease demand as needed.

2. Distribution Model Validation. Engineer will utilize SCADA data for a 24-hour period during higher demand conditions, such as a summer day, and develop a model validation scenario to ensure model accuracy. Model results will be compared against observed data and slight modification to C-factors, pump curves, and valve status may be made to obtain better model predictivity. It is anticipated that there is sufficient observed data to use in the validation efforts, and any field testing/verification to supplement the observed data would be performed by the City.
3. Model Update and Validation Memo. A technical memorandum documenting the updates to the model infrastructure, demand allocation, and the comparison of the model results to the observed data will be developed and provided to the City. Areas with lower model-correlation will be identified and recommendations to improve future model fitness, such as pressure/flow monitoring in areas that are not currently monitored, will be provided.

At the conclusion of the project the Engineer will provide a copy of the model to the City. The Engineer will provide the following versions:

- WaterGems Distribution Model
 - EPANet exports of the calibration, 1 mgd, 3 mgd, 5 mgd and 10 mgd capacity scenarios.
4. Transmission Routing & Tower Placement. Engineer will determine the size and route of a finished water transmission main along with storage tower trigger points and locations to serve future development and enhance operational effectiveness of the system. Transmission routing and system improvements will be evaluated to correspond with the four WTP trigger points and the following areas:
 - West Industrial Park
 - Grizzly Development
 - North low-pressure zone in the Northeast portion of the City

The Engineer will conduct a workshop to review and discuss transmission routing and tower placement evaluations. Conceptual level plans of transmission main routing and tower placement will be developed for incorporation into the final documents.

E. Rate Structure Evaluation

Black & Veatch will develop a business plan and excel-based model that forecasts the operating and capital costs for up to four treatment plant expansion alternatives and possible transmission routing and tower placement.

For each alternative, we will project the incremental revenue requirements for the study period on a fiscal year basis, taking into account capital costs, operational changes, expected changes in demand, and allowances for inflation. The following will be included in analysis, as appropriate:

- Any necessary cost of the supply from El Dorado Lake payable to the Corps of Engineers,
- Operation and maintenance expenses associated with the expansion,
- Debt service and reserve requirements on proposed bond issues to fund the expansion,
- Transfers for major capital improvement financing, and
- Other cash requirements as identified.

Black & Veatch will conduct a workshop to review the forecasted costs associated with the expansion alternatives and discuss cost recovery alternatives, specifically with regards to future commercial or industrial customers that will trigger the need for additional capacity at the WTP.

Following the workshop, Black & Veatch will prepare a technical memorandum summarizing the forecasted costs and recommended cost recovery method.

F. Master Plan Report

1. Prepare Draft Report. A draft Water Master Plan report will be developed which compiles the results from the preceding tasks. The report will summarize the existing treatment process, identify anticipated infrastructure improvements at the WTP, summarize updates to the distribution model, identify conceptual transmission main routing and tower placement, provide conceptual level costs for improvements and summarize the rate structure evaluation.
2. Prepare and Submit Final Report. A meeting will be held with the Owner to review the draft water supply report and receive comments. The report will then be revised to incorporate review comments as appropriate and the final report will be submitted.

3. City Commission Meeting. Engineer will assist Owner with presenting recommendations of the Master Plan Report to the City Commission.

III. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the items listed above will be classified as supplemental services. Supplemental services shall include, but not be limited to:

1. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Model updates requiring calibration or demand allocation outside of the top ten water users.
 - d. Method of financing.

IV. OWNER RESPONSIBILITY

Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Provide records and data as requested by Engineers data request to be formally submitted at the beginning of the project. Data shall be provided in an expeditious manner as to not delay performance of the work.
2. Review memoranda and reports submitted by the Engineer and provide comments within two weeks of submittal.
3. Inform Engineer of any historical or background information that will be beneficial towards successful completion of the project.

V. COMPENSATION

For the Basic Services described in this Attachment A, the Owner agrees to pay Engineer on an ACTUAL COST NOT-TO-EXCEED BASIS with the upper limit as set forth herein. The total payment to Engineer for the Basic Services shall not exceed One Hundred Eighty-Nine Thousand, Nine Hundred Eighty Dollars (\$189,980) without further authorization by the Owner.

Billing rates plus reimbursable direct expenses shall be used as the basis for determining payment to the Engineer for the costs incurred by Engineer while providing the Services described in this Attachment A. The billing rate schedule is provided in Attachment B.

Monthly status letters will be provided to Owner summarizing the work performed to-date and the work to be conducted in the upcoming period.

Owner: [El Dorado, KS](#)

Project: [Water Treatment and System Master Plan](#)

PHASE/Task (Billing Rate, \$\$,Hr.)																	SUBTOTAL, hours	SUBTOTAL, Billings \$
		Project Director	Project Manager	Admin	Engineering Manager	Civil Sr. Technician	Civil Director/QC	Process Director/QC	Process Engineer	Process Sr. Technician	Water Res Sr. Engineer	Modeler	Finance	AM Sr Consultant	AM Consultant			
		\$280.00	\$240.00	\$85.00	\$186.00	\$126.00	\$230.00	\$225.00	\$155.00	\$118.00	\$202.00	\$152.00	\$121.00	\$280.00	\$150.00			
WORK BREAKDOWN STRUCTURE	PHASE																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Project Communication	0000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Project Management	0010	8	24	18	-	-	-	-	-	-	-	-	24	-	-	74	\$ 12,434	
Project Kick-Off Meeting	0011	2	4	2	4	-	-	-	2	-	-	-	-	-	-	14	\$ 2,744	
Existing Process Evaluation	0012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Compile & Review Historical Data	0020	-	4	-	8	-	-	-	10	40	-	-	-	-	-	62	\$ 8,718	
Existing System Evaluation & Site Visit	0030	-	4	-	8	-	-	-	20	-	-	-	-	-	-	32	\$ 5,548	
Treatment Exansion Alternatives	0040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Treatment Expansion Evaluation	0050	-	8	-	16	-	-	8	100	60	-	-	-	-	-	192	\$ 29,276	
Opinion of Probable Construction Cost	0060	-	4	-	16	-	-	8	40	40	-	-	-	-	-	108	\$ 16,656	
Distribution Evaluation	0070	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Distribution Model Update/Validation	0080	-	8	-	8	-	-	-	-	8	64	-	-	-	-	88	\$ 14,752	
Transmission Routing & Tower Placement	0090	-	8	-	8	-	-	-	-	4	80	-	-	-	-	100	\$ 16,376	
Rate Structure Evaluation	0100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Rate Structure	0110	-	4	-	8	-	-	-	-	-	-	-	-	26	106	144	\$ 25,628	
Master Plan Report	0120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Prepare Draft Report	0130	-	8	8	44	8	4	6	40	-	4	24	-	-	-	146	\$ 24,718	
Prepare & Submit Final Report	0140	-	4	16	26	4	-	-	10	-	4	16	-	-	-	80	\$ 12,450	
Total, Hours		10	80	44	146	12	4	22	222	140	20	184	24	26	106	1,040		
Total, Billings		\$ 2,800	\$ 19,200	\$ 3,740	\$ 27,156	\$ 1,512	\$ 920	\$ 4,950	\$ 34,410	\$ 16,520	\$ 4,040	\$ 27,968	\$ 2,904	\$ 7,280	\$ 15,900		\$ 169,300	

Owner: El Dorado, KS

Project: Water Treatment and System Master Plan

PHASE/Task (Billing Rate, \$\$,Hr.)				SUBCONTRACTS			TOTAL Billings
		Travel/Per Diem Expenses	Major Repro- duction Expenses	SUBTOTAL, EXPENSES	MKEC	SUBTOTAL, SUBCONTRACTS	
WORK BREAKDOWN STRUCTURE	PHASE						
		\$ -	\$ -	\$ -		\$ -	\$ -
Project Communication	0000	\$ 120	\$ -	\$ 120		\$ -	\$ 120
Project Managerment	0010	\$ -	\$ -	\$ -		\$ -	\$ 12,434
Project Kick-Off Meeting	0011	\$ 160	\$ -	\$ 160		\$ -	\$ 2,904
Existing Process Evaluation	0012	\$ -	\$ -	\$ -		\$ -	\$ -
Compile & Review Historical Data	0020	\$ -	\$ -	\$ -		\$ -	\$ 8,718
Existing System Evaluation & Site Visit	0030	\$ 280	\$ -	\$ 280		\$ -	\$ 5,828
Treatment Exansion Alternatives	0040	\$ -	\$ -	\$ -		\$ -	\$ -
Treatment Expansion Evaluation	0050	\$ -	\$ -	\$ -	\$ 2,736	\$ 2,736	\$ 32,012
Opinion of Probable Construction Cost	0060	\$ -	\$ -	\$ -		\$ -	\$ 16,656
Distribution Evaluation	0070	\$ -	\$ -	\$ -		\$ -	\$ -
Distribution Model Update/Validation	0080	\$ -	\$ 40	\$ 40		\$ -	\$ 14,792
Transmission Routing & Tower Placement	0090	\$ -	\$ -	\$ -	\$ 11,148	\$ 11,148	\$ 27,524
Rate Structure Evaluation	0100	\$ -	\$ -	\$ -		\$ -	\$ -
Rate Structure	0110	\$ -	\$ -	\$ -		\$ -	\$ 25,628
Master Plan Report	0120	\$ -	\$ -	\$ -		\$ -	\$ -
Prepare Draft Report	0130	\$ -	\$ -	\$ -	\$ 6,156	\$ 6,156	\$ 30,874
Prepare & Submit Final Report	0140	\$ -	\$ 40	\$ 40		\$ -	\$ 12,490
Total, Hours							
Total, Billings		\$ 560	\$ 80	\$ 640	\$ 20,040	\$ 20,040	\$ 189,980

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between City of El Dorado, Kansas (Owner) and Black & Veatch Corporation (Engineer);

WITNESSETH:

WHEREAS, Owner intends to conduct a Water Treatment and System Master Plan (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 201__.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design

criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its

insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch Corporation
Attn: Chris Ramsey
8400 Ward Parkway
Kansas City, MO 64114

Owner: City of El Dorado, Kansas
Attn: Scott Rickard
220 E. 1st Ave. , P.O. Box 792
El Dorado, KS 67042

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

OWNER

ENGINEER

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

TO: City Commission
FROM: Scott Rickard
SUBJ: Garver Professional Services Agreement for the Sanitary Sewer Master Plan Project
DATE: March 29, 2021

Background:

The City of El Dorado's current sanitary sewer collection system serves a population of roughly 13,000, which includes everything from heavy industrial to single family homes. Most of our collection system has not increased carrying capacity in the last 40 years. Inflow and Infiltration causes significant issues within our collection system. During wet weather events flow into our waste water treatment facility will increase 4 times. We need to understand and plan for projects that address Inflow and Infiltration along with system growth.

The City of El Dorado is currently marketing land for industrial growth, as we work with prospects we need to have the ability to understand conceptual alignments and cost of sanitary sewer infrastructure to serve our growth area.

To be proactive with our current and future needs we are expressing our need to go through a master planning process, and subsequent documents to plan for our current and future needs.

Project Schedule:

Completion of the Masterplan in 2021

Strategic Plan:

Infrastructure - *The City invests in its public infrastructure to ensure that the community has the most basic resources necessary to thrive and prosper.*

- *Adopt and implement a **multi-year Capital Improvement Plan** that provides for the replacement of existing public infrastructure while also providing a mechanism for growth opportunities.*
- *Continuously **evaluate public facilities** to ensure that such facilities receive proper investment for maintenance, and facilitate the planning of new or renovation of such facilities when needed to maintain service delivery.*
- *Develop a long-term finance plan to prudently manage and pay off debt obligations associated with **water storage capacity** at El Dorado Lake.*

Economic Development – *The City actively works to create an environment that facilitates capital investment, produces jobs, and increases the tax base of the community.*

- *Facilitate the **proactive recruitment of industrial development opportunities** that leverage El Dorado's physical and intangible assets.*
- *Market El Dorado's **industrial and business parks** as prime sites for development opportunities.*

Attachments:

Contract

Policy Issue:

The Commission must authorize the City Manager to sign the contract.

Alternatives:

Review and reevaluate the scope and masterplan.

Fiscal Impact:

Not to exceed fee of \$70,793 to be paid out of reserves in the Sewer Fund.

Staff Recommendation:

Proceed with the plan

Commission Actions:

Commissioner _____ moved to authorize the City Manager to execute a contract with Garver for the purpose of creating an El Dorado Sewer Master Plan.

Commissioner _____ seconded the motion

[Return to Agenda](#)



Agreement For Professional Services City of El Dorado, Ks



EL DORADO

THE FINE ART OF LIVING WELL

P.O. Box 350

El Dorado, KS 67042

Project: El Dorado Sanitary Sewer Master Plan



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of El Dorado, Kansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to evaluate the existing sanitary sewer collection system and plan for future service areas for industrial growth in the City of El Dorado, Ks. (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

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

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.



For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement,



subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a “municipal advisor” as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver’s Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.



9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.



9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be El Dorado, Ks. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute,



unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.



- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of El Dorado, Kansas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Randall G. McIntyre
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services:

I. General

Generally, the scope of services includes professional services necessary to evaluate the City of El Dorado's sanitary sewer collection system and to facilitate planning of future services areas for industrial growth.

II. Wastewater Master Planning

Task 1 – Data Collection and Evaluation

The Owner will provide and Garver will review and evaluate existing data, including:

1. City of El Dorado field staff input (staff interviews)
2. Line maintenance records
3. Identify existing areas of concern based on Staff input
4. Existing sanitary sewer collection system base maps
5. GIS files – collection lines, manholes, lift stations, force mains, LIDAR, street centerlines, parcels, land use, maintenance data, and any SSO overflow reports
6. Available record drawings for assets
7. Lift station record drawings, pump curves, controls, and pump test data
8. Force main record drawings
9. Lift station run time, flow, and wet well level data (if available)
10. Records of historical complaint / problem areas (e.g., surcharging, blockages, SSOs, odors, etc.)
11. Wastewater customer metered flow data for large industrial users (if available)
12. Water billing and consumption data
13. Past comprehensive master plans and reports
14. CCTV Reports

Task 2 – Identify Model Design Criteria and Constraints

The Owner's records will be reviewed to help establish a baseline to determine project criteria and constraints to be implemented in the sanitary sewer collection system model. These constraints will be identified prior to the draft report and discussed at one of the progress meetings. These items include:

1. Existing and future drainage basins
2. Potential Interceptor Corridors
3. Dry weather loading rates and diurnal peaking factors
4. Wet weather wastewater loading rates/peaking factors
5. Recurrence interval for wet weather design storm
6. Expected future population, commercial, and industrial growth and associated wastewater loads (Residential and commercial growth projections not anticipated to be necessary for this study. Garver may utilize growth projections developed as part of water master plan as necessary)
7. Operational considerations
8. Areas for future growth
9. Design/Analysis Criteria for the sanitary sewer collection system
 - a. KDHE minimum criteria



- b. Owner minimum criteria
- c. Desired level of service criteria beyond KDHE and Owner minimums
- d. These criteria may include, but are not limited to, the following:
 - i. Maximum d/D ratio
 - ii. Allowable surcharge
 - iii. Minimum freeboard
 - iv. Loading rates for different land use classifications
 - v. Dry weather and wet weather peaking factors
 - vi. Minimum and maximum gravity pipe slopes
 - vii. Minimum and maximum gravity pipe velocity
 - viii. Minimum and maximum force main velocity

Deliverables:

Technical Memorandum in PDF format documenting design criteria
New GIS layers delivered to City for drainage basins delineated based on topographic data

Task 3 – Wastewater System Model

Modeling of the owner's existing sanitary sewer collection system will be accomplished using the SewerGEMS modeling program. Garver will develop a model utilizing Owner-provided GIS data, as-builts, service maps, and input from Owner staff.

3.1 Flow and Rainfall Monitoring

Following review of the collection system map and preliminary wastewater model results, Garver will provide recommendations on flow and rainfall monitoring locations and equipment. It is anticipated that the Owner will purchase and/or contract with a 3rd party to install and maintain flow meters at recommended locations for a duration of sixty (60) days. Garver will install and maintain up to five (5) rainfall monitors for the same duration. Rainfall monitors will be synchronized to the same clock as the flow meters. The tipping bucket rain gauges will record rainfall in 0.01 in increments. During and following completion of the flow and rainfall monitoring, Garver will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any previous historical flow meter data will be presented. Information obtained during the monitoring period will be used to evaluate the following for each site:

1. Dry Weather Average Daily Flow – A typical dry weather week will be established that is not impacted by rainfall
2. Dry Weather Diurnal Flow Pattern(s) – The typical weekday and weekend patterns for dry weather wastewater flows at each flow monitoring location
3. Dry Weather Peak Flow – Peak Flows during dry weather will be determined from the recorded data
4. Dry Weather with Elevated Infiltration – Base infiltration (during dry weather periods) varies based on the groundwater table and soil moisture. Garver will assess dry weather periods to quantify variability in base infiltration for different system sub-basins.
5. Wet Weather Average Daily Flow – Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collection system. Comparing the storm event flow with dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII) hydrograph and total volume. The RDII response will generally vary for each storm duration and intensity. The discrete RDII (RDII volume) for each sub-basin metered will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.
6. Peak Inflow Rates – Peak inflow rates are calculated by observing peak flow during a wet



- weather event and subtracting the “normal” flow rate during dry weather.
7. Total I/I volume – The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

The following qualifications would be anticipated to represent a quality storm event:

1. Total storm depth > 1.0 in
2. Peak intensity > 1.0 in/hr for more than 5 min
3. At least 3 events of differing duration, intensity, and/or total precipitation depth
4. Fairly consistent total rainfall measured for gauges

If these qualifications are not obtained within the 60-day metering period, Garver will make a recommendation on removing the meters at the 60-day period or extending the metering to gather additional rainfall data. These recommendations would be made within 10 days prior to the conclusion of the 60-day period.

3.2 Modeling Development

It is assumed that the GIS data contains the following information necessary to construct an accurate sanitary sewer collection system hydraulic model:

Type of Element	Data Field	Necessity Level	Notes
Manhole	Rim Elevation	Preferred	Rim elevations can be estimated from topographic data. Lack of rim elevation data will potentially impact freeboard calculations based on MH surcharge levels.
Manhole	Invert Elevation	Preferred / Essential	Essential if gravity pipes do not have invert elevation. If gravity pipes have invert elevation, MH invert can be assumed as the minimum of the inverts for attached pipes.
Manhole	Diameter	Preferred	Impacts MH head loss calculations. Values can be assumed based on connected pipe sizes.
Manhole	Degree of Benching (e.g., none, half, full)	Preferred	Impacts MH head loss calculations. Will assume no benching if values are not included.
Manhole	Material	Preferred	



Gravity Pipe	Size	Essential	
Gravity Pipe	Material	Preferred	Impacts friction factor and head loss calculations in the pipe. Values will have to be assumed based on typical materials for a given pipe size based on information provided by the Owner.
Gravity Pipe	Pipe Invert	Preferred /Essential	Pipe inverts/slopes are important for analysis of gravity flow networks. If pipe inverts are not included, values will be assumed based on MH invert information. However, there will be a loss of model accuracy in areas where assumptions about pipe inverts do not match actual conditions.
Force Main	Alignment	Essential	
Force Main	Pipe Size	Essential	
Force Main	Pipe Material	Preferred	Impacts friction factor and head loss calculations in the pipe.
Force Main	Vertical Profile	Preferred	Impacts lift station pump hydraulics. If not available, assumptions will have to be made about the location of hydraulic control points based on topographic information.

Data from the flow and rainfall monitoring subtask will be utilized to calculate the model flow rates along with calibration of the model. Historical baseline data provided by the Owner for average wastewater flows will be used to evaluate the collection system and its capacity to meet peak hour and wet weather flow demands for existing conditions and growth scenarios.

All collection system lines 10-inch in diameter and greater shall be modeled with detailed data collected in Task 1. Lines smaller than 10-inch will be modeled as needed for connectivity of 10-inch and larger lines. No survey work is anticipated. If additional survey is needed to supplement information gathered in Task 1, City will provide survey crew or Garver can provide as part of Extra Work task.

The model will incorporate a unique identifier for each asset which will link with the City's existing GIS mapping and data storage. From the information collected in previous tasks, pump curves and lift station control elevations for each lift station will be incorporated into the model. The float elevations will be provided either by the Owner or be based on record drawings (following review and comment by Owner staff). Record drawing information will be utilized to define lift station wet wells and force main vertical profiles. Garver will conduct a condition assessment of one (1) lift station as part of the



model development stage. If additional lift station assessments are necessary, they will be covered under the Extra Work task.

The modeling effort will include the following general steps:

1. Develop the wastewater network
2. Implement pumping facilities/controls
3. Assess dry weather flow data
4. Calibrate model for dry weather loading
5. Assess wet weather flow data
6. Calibrate wet weather flow data
7. Develop design storms
8. Complete existing system assessment
9. Calibration and existing system workshop
10. Assign future usage rates based on industrial usage projections and current similar-build usage
11. Assess future system
12. Identify CIP phasing
13. Final Workshop

The following collection system quantities will be evaluated using the hydraulic model:

- Dry weather velocity and capacity
- Wet weather velocity and capacity

Discussion will be held with the Owner to review how the system performs relative to the performance criteria following completion of the system modeling.

The model will be run with the following iterations:

1. Existing conditions
2. Existing conditions with improvements
3. Future planning conditions based on Owner provided industrial flow projections for two (2) industrial growth areas and incorporating existing condition improvements
4. Future planning conditions incorporating existing condition improvements and with future improvements

Following the identification of future improvements, up to five (5) additional iterations will be conducted as necessary to determine trigger points for each major improvement (e.g. industrial flow impacts on interceptor / lift station sizing).

Deliverables:

Technical Memorandum for Flow/Rainfall Monitoring

Technical Memorandum for Model Calibration and Existing System Assessment

Calibrated Model Files

GIS exports of model results as requested

Task 4 – Draft Report and CIP

Garver will prepare four (4) copies of a draft report for submission to the Owner for review. The body of the report, preliminary exhibits, decision matrices, and other key components will be compiled for subsequent review and discussion. Components that will be included in the report are the following:



1. Integrate information from Owner staff and team staff on existing sanitary sewer collection system.
2. Sanitary sewer collection system map showing proposed collection basins, sewer interceptors, and lift stations and force mains.
3. Garver will document the hydraulic modeling process, pertinent results, and recommendations.
4. Development of a 10-year Capital Improvements Plan to address anticipated projects to accommodate projected industrial growth and existing system deficiencies Capital Improvement Plan will identify project drivers, including capacity, operations, maintenance, condition, and regulatory needs. The CIP will discuss ramification and unintended consequences for not completing projects on time. The CIP will include a schedule, ranking and cost estimates for construction and professional services of the anticipated projects.

Garver will conduct a workshop with Owner to present and review the model results and the proposed CIP. Revisions based on Owner input will be included in the final report.

Deliverables:

Four (4) hard copies of Draft Report and CIP

Task 5 – Final Report and CIP

Garver will prepare four (4) copies of the final report for submission to the Owner. The final report will be revised as necessary based on the review comments from the Owner staff. The final report will also be provided in PDF format.

Garver will give a summary presentation of the final document to the City of El Dorado City Commission, if requested.

Deliverables:

Four (4) hard copies of Final Report
GIS layer for each identified CIP project

III. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Design Services for recommended projects
- B. Survey
- C. Geotechnical Services
- D. Facility Condition Assessments exceeding one (1) described in Task 3
- E. Emergency Response Planning
- F. Hazard Mitigation Planning
- G. Sanitary Sewer Collection System Field Investigations, including, but not limited to:
 - a. Flow Monitoring
 - b. Smoke Testing
 - c. Digital Universal Camera
 - d. Laser Profiling
 - e. Dye Testing
 - f. Cleaning of Sewer Lines
- H. Permitting, bidding, or construction phase services
- I. On-site meetings with KDHE



- J. Funding Assistance
- K. Operations Support Services
- L. Warranty Assistance Services
- M. Utility Location Services
- N. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- O. Submittals or deliverables in addition to those listed herein

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

IV. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Task 1 – Data Collection & Evaluation	30 days from start date
Task 2 – Identify Model Design Criteria and Constraints	30 days from completion of Task 1
Task 3 – Wastewater System Model	150 days from completion of Task 2
Task 4 – Draft Report and CIP	45 days from completion of Task 3
Task 5 – Final Report and CIP	15 days from receipt of Owner comments on Task 4

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Task 1 – Data Collection and Evaluation</i>	\$9,376	
<i>Task 2 – Identify Model Design Criteria and Constraints</i>	\$12,511	
<i>Task 3 – Wastewater System Model</i>	\$30,225	
<i>Task 4 – Draft Report and CIP</i>	\$14,086	
<i>Task 5 – Final Report and CIP</i>	\$4,595	
TOTAL FEE	\$70,793	RATE SCHEDULE

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is not to exceed \$70,793. The agreed upon rates will be increased four percent (4%) annually with the first increase effective on or about January 1, 2022.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$15.00 per hour for GPS survey equipment use.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about January 1, 2022.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Exhibit B
Garver Hourly Rate Schedule July 2020 – June 2021

Classification	Rates
Engineers / Architects	
E-1.....	\$ 110.00
E-2.....	\$ 140.00
E-3.....	\$ 168.00
E-4.....	\$ 199.00
E-5.....	\$ 235.00
E-6.....	\$ 290.00
E-7.....	\$ 320.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 115.00
D-2.....	\$ 130.00
D-3.....	\$ 145.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 98.00
T-2.....	\$ 122.00
T-3.....	\$ 135.00
Surveyors	
S-1.....	\$ 60.00
S-2.....	\$ 72.00
S-3.....	\$ 110.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 225.00
3-Man Crew (Survey).....	\$ 270.00
2-Man Crew (GPS Survey).....	\$ 245.00
3-Man Crew (GPS Survey).....	\$ 290.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



**EXHIBIT (D)
(FORM OF AMENDMENT)**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of El Dorado, Kansas
Project: El Dorado Sanitary Sewer Master Plan**

CONTRACT AMENDMENT NO. []

This Contract Amendment No. [], effective on the date last written below, shall amend the original contract between the City of El Dorado, Kansas (Owner) and GARVER, LLC (GARVER), dated [] referred to in the following paragraphs as the original contract.

This Contract Amendment No. [] adds/modifies professional services for the:

[Describe improvements and location]

The original contract is hereby modified as follows:

SECTION [] – [Insert section heading]

Section [] of the original contract is hereby amended as follows:



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

City of El Dorado, Kansas

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

TO: El Dorado Land Bank Trustees (City Commission)
FROM: Scott Rickard
SUBJ: Acquisition of 307 S Atchison to El Dorado Land Bank
DATE: March 15, 2021

Background:

The property at 307 S Atchison was recently condemned and demolished by the City. The City of El Dorado spent \$11,025.58 on the demolition of the property. The property owner would like to quit claim deed the land to the City of El Dorado. If this property is placed in the El Dorado Land Bank the past due tax liabilities will be removed. Property taxes have not been paid on this property since 2016

Project Schedule:

The El Dorado Land Bank could take title to the property on 4/6/21, and make the property available for redevelopments.

Strategic Plan:

- V.** **Quality of Life** - *The City of El Dorado desires to create a place where people choose to live and visit.*
- a. Facilitate the **reduction of blight** in El Dorado by proactively identifying and addressing vacant and abandoned housing and blighted properties.

Attachments:

Map of lot

Policy Issue:

The El Dorado Land Bank must accept property per the *El Dorado Land Bank Policy*

Alternatives:

N/A

Fiscal Impact:

The owner will deed the property over to the City at no cost. The total expense the City has in the lot is \$13,137.35. The four years of delinquent taxes owed is \$1,616.07. Title work and publication costs totaled \$495.70. Public Works demolition of this property was \$11,025.58. The lot could and should be sold for redevelopment to recover our expenses.

Trade-offs:

Allow the property to eventually sell at Butler County Sheriff tax sale. The City would lose the ability to reclaim some of its expenses in demolishing the property.

Staff Recommendation:

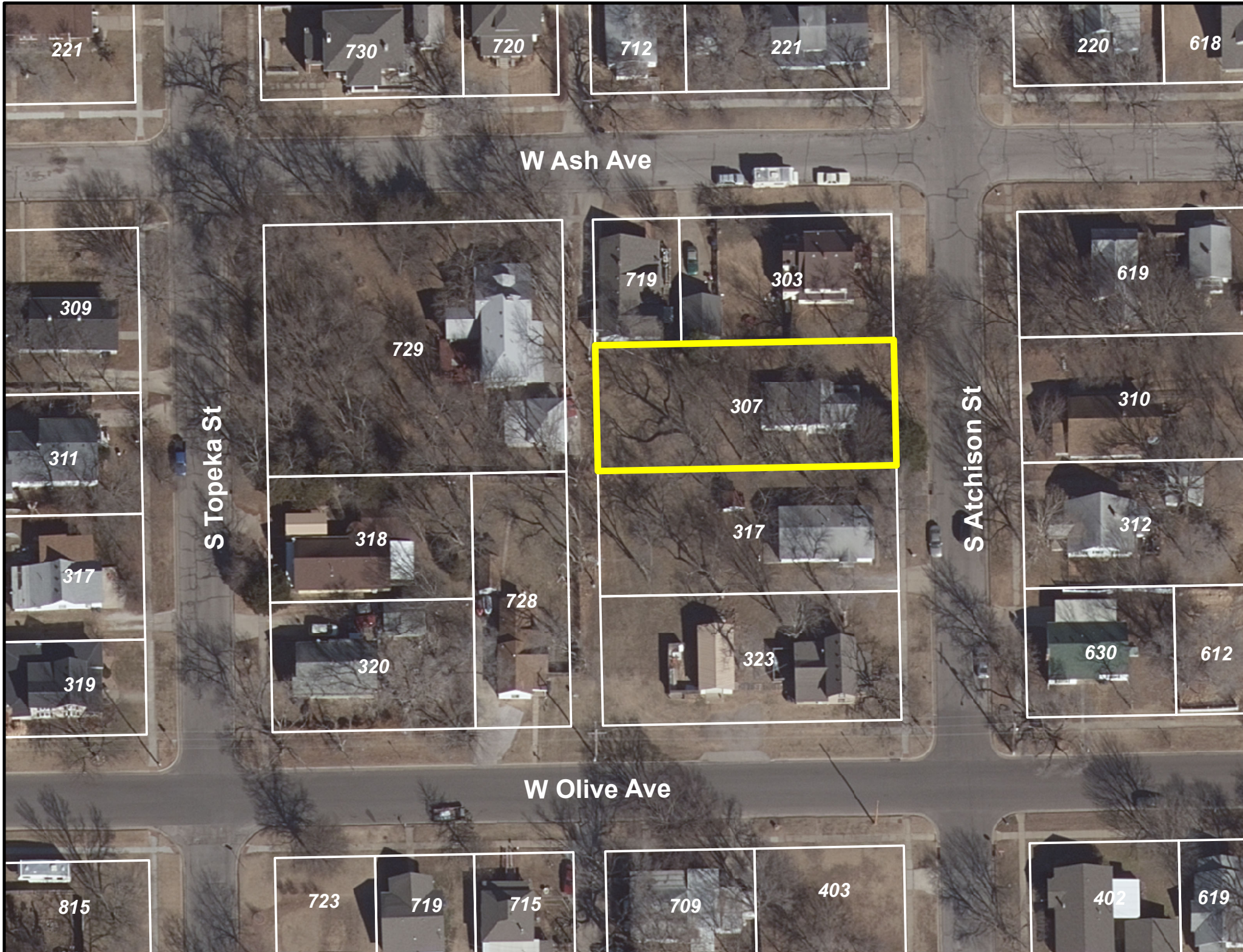
Proceed with the acquisition of the property.

Commission Actions:

Commissioner _____ moved to authorize the City Manager to acquire 307 S Atchison on behalf of the El Dorado Land Bank.

Commissioner _____ seconded the motion

[Return to Agenda](#)



To whom it may concern:

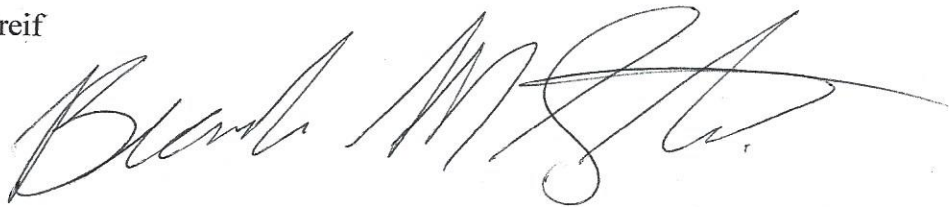
This letter is to advise that I Brandon M. Streif release and relinquish to the City of Eldorado, Ks.

All responsibilities and possession of the property located at 307 S. Atchison St. Eldorado, Ks.

Legal description: WILSON'S ADD, S02, T26, R05E, BLOCK 12, LOT 3, 10342 SQUARE FEET

Thank you

Brandon M. Streif

A handwritten signature in black ink, appearing to read "Brandon M. Streif". The signature is stylized with a large, sweeping "B" and a long horizontal stroke at the end.