



EL DORADO CITY COMMISSION – REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
June 7, 2021 – 6:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** – Major Eric or Major Patricia Johnson with the Salvation Army
- 4. Pledge of Allegiance**

Proclamations and Recognition

- 5. Jerry Clark**

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

- 6. Butler County Oil Museum Board and Director, Tiya Tonn**

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 May 17, 2021.**
- 10. Approval of Appropriation Ordinance No. 05-21 in the amount of \$1,384,286.05**
- 11. Approval of the FAA Airport Coronavirus Response Grant Agreement**

Old Business

- 12. None**

New Business

- 13. Assessment Public Hearing for Project 533-Oil Hill/Rocky Rd**
- 14. Assessment Public Hearing for Project 542-Douglas Rd**
- 15. Community Development Block Grant Public Hearing for 142 N Main**
- 16. YMCA Youth Recreation Proposal**
- 17. Bid Approval for Project 588 – 12” Water Line Replacement – Boyer Road**
- 18. Budget Process Presentation**

Discussion Items

- 19. None**

Reports

20. City Commission and Advisory Board Updates

21. City Manager

Executive Session

22. None

Adjournment

19. Consideration of a motion to adjourn the June 7, 2021 regular meeting

Jerry Clark & Inmate Crew City Projects

Playground Construction

East Park
North Main
Summit Park

Gazebo

Water Park North Main
New Sewer Plant

Baseball area McDonald's

Block Building
Press Area rebuild
Display Cabinets – Museum

Activities

Prairie Port
Frontier Western
Governor's One Shot Turkey Hunt
Painted 4-H Building
El Dorado Main Street Christmas Decorations
School Cabinets
Water Plant Building Cement
Cabinets at Recycle Center
Cabinet at City Hall
Welcome to El Dorado Signs
Civic Center Floor
Street Department Work Station
Court House Offices
Install Benches on Main Street
Symphony in the Flint Hills

EL DORADO CITY COMMISSION MEETING

May 17, 2021

The El Dorado City Commission met in a regular session on May 17, 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
Dr. Kim Krull	Butler Community College	El Dorado, KS
Wade Wilkinson	Excess Sales Tax Committee	El Dorado, KS
Linda Jolly	El Dorado Inc.	El Dorado, KS
Sarah Hoefgen	El Dorado Inc.	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the May 17, 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

Dr. Kim Krull, Butler Community College, presented information on the Kansas Promise program, a scholarship program providing funds for local high school graduates who enter certain areas of study after high school. The program is geared at developing a workforce in occupations that are struggling to recruit employees.

Mayor Bill Young asked how the college is advertising this program.

Dr. Krull stated that after their program is approved, the college has planned for a large marketing effort to get word out on the program including social media, website and outreach meetings.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no comments.

EL DORADO CITY COMMISSION MEETING
CONSENT AGENDA

May 17, 2021

Approval of City Commission Minutes from May 3, 2021.

Approval of Appropriation Ordinance 04-21 in the amount of \$2,085,043.76.

Approval of Resolution No. 2924 – 150th Anniversary Liquor Permit.

Approval of Resolution No. 2926 – El Dorado Main Street Liquor Permit.

Approval of Cereal Malt Beverage License for El Dorado Community Partners at 206 North Griffith on November 12, 2021

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

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

NEW BUSINESS

EXCESS SALES TAX PROJECT RECOMMENDATIONS

City Clerk Tabitha Sharp stated that the 2021 Excess Sales Tax Committee met to discuss the allocation of funds collected in 2020. She stated that a total of \$2,683,572 was collected and after ordinance items were removed, a total of \$334,812 is available to be allocated. She stated that the Chair of the committee, Wade Wilkinson, is present to discuss the items they are recommending.

Wade Wilkinson, Excess Sales Tax Committee Chair, reviewed the following projects.

Proposed Projects	Amount
McDonald Stadium Project Bank	\$50,000
Chelsea Bike Path	\$19,890
Central/East/Lake Bleachers	\$55,000
Band Shell Improvements	\$80,000
Paving South Side of Sunset Cemetery	\$92,439
Concession/Restroom Facility TBD	\$37,483
TOTAL PROPOSED AMOUNT	\$334,812

Commissioner Kendra Wilkinson asked why the road at Sunset Cemetery needed to be paved.

City Engineer Scott Rickard stated that the roads in the cemetery were in bad shape. He stated that they are not part of our regular street program and so staff requested funds from sales tax as they had done in the past.

City Clerk Tabitha Sharp stated that the previous road project in the cemetery was very well received by the citizens of El Dorado.

Mayor Bill Young stated that he felt there was a need to repair many of the recreation facilities. He stated that he thought it might be appropriate to begin dedicating more of the excess sales tax funds to those large projects. He stated that putting money towards these projects a little at a time was only putting off the project to a time where it might be even more expensive. He stated that he would like to have a discussion about utilizing the excess sales tax funds differently.

City Manager David Dillner stated that the challenge is that the sales tax is on a five-year cycle and dependent upon the approval of future ballot questions.

Commissioner Gregg Lewis stated that he gets e-mails about the restrooms at East Park after every softball game.

Mayor Young stated that he felt these funds could be leveraged differently. He stated that perhaps staff could get election results from the previous sales tax renewals.

Commissioner Nick Badwey confirmed that the excess sales tax committee was putting in half so that the college would put in half.

City Manager Dillner stated that the MOU with the college states that capital projects will be discussed amongst the two entities.

Commissioner Matt Guthrie confirmed that the reason the cemetery roads were in the plan is because there is not a funding mechanism for them.

City Engineer Rickard stated that he was correct.

Commissioner Badwey stated that he felt the roads at the cemetery were important because they are in bad shape and while they are not used a lot, they are used by many people several times a year.

Commissioner Guthrie stated he supported having a conversation, but he felt that the other projects that are currently supported by sales tax are also important.

Mayor Young stated that he didn't want to take all of the funds away from the other projects, but did not want to piece together funding for the larger projects. He stated that those larger projects could support events that will provide more excess sales tax funds.

Commissioner Guthrie asked Mr. Wilkinson what the committee would do if they were only presented a few projects each year.

Mr. Wilkinson stated that he felt that we could do some larger projects, but he felt that there were benefits with both approaches.

Mayor Young stated that he spoke specifically about McDonald Stadium and the softball fields because they had been discussed recently, but he felt that there were other projects in the Parks and Recreation Master Plan that could be completed quickly.

Commissioner Nick Badwey moved to accept the recommendation of the Excess Sales Tax Committee.

Commissioner Matt Guthrie seconded the motion.

Motion failed 2 – 3 (Mayor Bill Young, Commissioners Gregg Lewis and Kendra Wilkinson voted against).

APPLICATION TO REZONE (C-1 TO C-2) AT 120 EAST 4TH AVENUE

City Engineer Scott Rickard stated that the Planning Commission received a request to rezone the property currently known as the Blue Goose. He stated that the applicant desires to expand their current property and aren't allowed under the current setbacks.

Commissioner Matt Guthrie asked what the purpose of the expansion is.

City Engineer Rickard stated that they would like to put in a kitchen.

Commissioner Gregg Lewis moved to approve Case No. 21-02-REZ, requesting a rezoning of 120 E. 4th Avenue to C-2 Central Business District and that Ordinance No. G-1352 be approved.

Commissioner Matt Guthrie seconded the motion.

Roll Call Vote

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

BID OPENING PROJECT 571 – CIVIC CENTER PARKING MILL AND OVERLAY AND ADDITIONAL LOT CONSTRUCTION

City Engineer Scott Rickard stated that this was a previously authorized excess sales tax project. He stated that the engineer's estimate was \$162,294.50, which included new lighting. The new lighting was done by city staff and a local electrician. Bids were received for the mill and overlay, and APAC, KS was determined the lowest and best at \$110,609.42. He stated that the blue outline is an overlay of the existing parking and the yellow outline will provide additional parking and a better entrance for the ramp on the east side of the building.

EL DORADO CITY COMMISSION MEETING

May 17, 2021

Commissioner Gregg Lewis asked what was done with the old solar lights.

City Engineer Rickard stated that he was unsure, but the solar lights have been replaced with new electric lights.

Commissioner Matt Guthrie asked what would be done with the funding difference between the cost awarded to the project and what it actually was.

City Engineer Rickard stated that there is some work that needs to be done to the front of the building, staff are working on a proposal.

Commissioner Gregg Lewis moved that since APAC, KS has submitted the lowest and best bid of \$110,609.42 for Project No. 571, the City Manager be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner Matt Guthrie seconded the motion.

Motion carried 5 – 0.

BID APPROVAL FOR PROJECT 582 – SOUTHWEST TRAFFICWAY MILL AND OVERLAY

City Engineer Scott Rickard stated that this project will be completed with the street rehabilitation funds provided by the sales tax funds. He stated that this section of the truck route is in need of rehabilitation and it will receive a two inch mill and overlay.

Commissioner Matt Guthrie stated that citizens in the area have asked about the turn from Kansas south on the trafficway.

City Engineer Rickard stated that he would look into it.

Commissioner Gregg Lewis asked if the County would do the other portion.

City Engineer Rickard stated that they will not be doing their portion. He stated that they have requested some funding for road projects and if they receive it, will possibly do some work with it later this year or next.

Commissioner Matt Guthrie moved that since APAC, KS has submitted the lowest and best bid of \$218,964.37 for Project No. 582, the City Manager be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

EL DORADO CITY COMMISSION MEETING

May 17, 2021

SET PUBLIC HEARING FOR ASSESSMENTS FOR PROJECT 533 – PAVING OIL HILL/ROCKY ROAD

City Engineer Scott Rickard stated that the project, which was part of the BG Products expansion, has been completed. He stated that final costs were \$558,131, the City-at-Large portion is \$173,020.61. He stated that staff are requesting a public hearing be set to spread the special assessments.

Commissioner Gregg Lewis moved to set the public hearing for 6:30 p.m. on June 7, 2021 to be held for the purpose of considering the proposed assessments of the cost of Project No. 533, and further direct individual mailings to each owner liable for the special assessments.

Commissioner Matt Guthrie seconded the motion.

Commissioner Matt Guthrie confirmed that there were two properties and that they were both in favor of the project.

City Engineer Rickard stated that they were.

Motion carried 5 – 0.

SET PUBLIC HEARING FOR ASSESSMENTS FOR PROJECT 542 – PAVING DOUGLAS ROAD

City Engineer Scott Rickard stated that the paving project for Douglas Road is complete. He stated that the improvement district costs came in lower than what was estimated at the beginning of the project, they will receive letters with the new amounts after this meeting. He stated that city costs were more than originally anticipated due to the addition of a sidewalk in the project.

Commissioner Matt Guthrie moved that Resolution No. 2925 a resolution amending resolution no. 2872; 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 (paving improvements/paving Douglas Rd - project 542).

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

Commissioner Matt Guthrie moved to set the public hearing for 6:30 p.m. on June 7, 2021 to be held for the purpose of considering the proposed assessments of the cost of Project No. 542, and further direct individual mailings to each owner liable for the special assessments.

Commissioner Gregg Lewis seconded the motion.

Motion carried 5 – 0.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Nick Badwey stated that the library board met and have relaxed the mask requirements in the library. He stated that the Library Director has turned in her notice effective June 18th and the board will be meeting next week to begin the search for a new director.

Commissioner Gregg Lewis stated that the new assistant director for El Dorado Inc., Sarah Hoefgen, has started full time.

Commissioner Matt Guthrie stated that the CTC met and will be providing announcements regarding the line-up of bands for the 150th soon.

Commissioner Guthrie congratulated all of the students on their graduations.

Commissioner Guthrie asked if the cold weather shelter has submitted anything regarding their opening later this year.

City Manager Dillner stated that we have not received anything.

Commissioner Badwey asked if that required an SUP or a zoning change.

City Engineer Rickard stated that it would require a zoning change.

Mayor Bill Young stated that his understanding was also that they needed to return to the Planning Commission with a new request.

Mayor Young stated that the EFABC met last week. He stated that the work to repair the flood damage should be done within the next week. He stated that conversations are continuing on events and new sources of revenue. He stated that he felt the group is working to address the concerns of the city.

Commissioner Kendra Wilkinson stated that the conversation around edits to the fee schedule provide more opportunity for events to return to the stadium.

CITY MANAGER REPORT

City Manager David Dillner stated that there was a failure with the traffic signal at Central and Boyer. He stated that staff are working to repair the problem, but the intersection needs an upgrade. He stated that staff would like to ask for an approval for the purchase of the new equipment in an amount not to exceed \$50,000 for the replacement of the signals.

Commissioner Nick Badwey moved to approve an expenditure not to exceed \$50,000 for the purpose of replacing the signals at this intersection.

Commissioner Matt Guthrie seconded

Motion carried 5 – 0.

City Manager David Dillner stated that there is a packet included in the Commission agenda, the purpose of the Economic Development incentives packet is to educate the public on what is available.

City Manager Dillner stated that the property at District 142 has been approved for another CDBG project in the amount of \$250,000 for the purpose of replacing windows and placing an elevator in the building.

City Manager Dillner stated that the pool and splash parks will open on Memorial Day weekend. He stated that tennis sign-ups for the youth clinics are available at City Hall.

City Manager Dillner stated that vandalism is on the rise in the parks. He encouraged citizens to say something if they see anything happening.

City Manager Dillner stated that there is a crack sealing project on Country Club Road.

City Manager Dillner stated that the 2021 click it or ticket campaign begins on the 25th.

City Manager Dillner stated that the city has received a \$13,000 grant for the airport from the coronavirus funds.

City Manager Dillner stated that the EHS art class has painted a mural honoring the City's 150th. He stated that the project is part of the Powell City Pride fund through the PIE organization.

ADJOURNMENT

Commissioner Nick Badwey moved to adjourn the meeting at 6:53 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Tabitha D. Sharp

Mayor Bill Young



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

CRRSA Transmittal Letter

May 14, 2021

Mr. Brad Meyer
Public Works Director
Captain Jack Thomas/El Dorado Airport
222 E. 2nd Avenue
El Dorado, KS 67042

Dear Mr. Meyer:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-20-0018-015-2021 for El Dorado/Captain Jack Thomas Memorial Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** June 13, 2021, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date May 14, 2021

Airport/Planning Area El Dorado/Captain Jack Thomas Memorial

CRRSA Grant Number 3-20-0018-015-2021

Unique Entity Identifier 110834751

TO: City of El Dorado

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **May 13, 2021**, for a grant of Federal funds at or associated with the **El Dorado/Captain Jack Thomas Memorial Airport**, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the **El Dorado/Captain Jack Thomas Memorial Airport**, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to **El Dorado/Captain Jack**

Thomas Memorial Airport and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$13,000**, allocated as follows:

\$13,000	Non-Primary KU 2021
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2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 13, 2021 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements,

encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated May 14, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of El Dorado

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of El Dorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 11, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

[Return to Agenda](#)

TO: City Commission
FROM: Scott Rickard
SUBJ: Assessment Public Hearing for Project 533-Paving Oil Hill/Rocky Rd
DATE: May 31, 2021

Background:

Project No. 533 is complete. The City Commission established this date to hold the public hearing and to spread the costs to the properties involved.

Project Schedule:

Complete

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.***

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

f. Collaborate with area developers and builders to facilitate the development of ***housing opportunities*** that meet the needs of the community.

Attachments:

Assessment proceedings

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 \$558,131.00. The costs assessed to the improvement district will be \$385,110.39 and city-at-large costs will be \$173,020.61. The cost of the project will be bonded, therefore allowing the improvement district to pay off the debt over a twenty year period. The city-at-large portion of the project will be paid off through federal fund exchange dollars.

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:

Proceed with the assessments.

Commission Actions:

Commissioner _____ moved to approve Ordinance No. G-1353 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. 2857 of the city; and providing for the collection of such special assessments.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON JUNE 7, 2021**

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. 2857 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

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. 2857 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. 533 - Oil Hill Road/Rocky Road - Paving Improvements

Resolution No. 2857

Paving Oil Hill Road and Rocky Road from Haverhill to the Kansas Turnpike

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 June 7, 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 June 7, 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 June 12, 2021.

DATED: June 12, 2021.

City Clerk

EXHIBIT A-1

**PROJECT NO. 533 - OIL HILL ROAD/ROCKY ROAD/PAVING IMPROVEMENTS
RESOLUTION NO. 2857**

Description of Property	Amount of Assessment
Beginning at a point 1270 feet S and 27.5 feet E of the NW/c of Section 34, Township 25, Range 5 East, thence E 300 feet; thence S 950 feet; thence West 300 feet; thence N 950 feet to the point of beginning.	\$128,370.13
Beginning at a point 411.06 feet N and 40 feet W of the SE/c of the NE ¼ of Section 33, Township 25, Range 5 East, thence Northwesterly 1552.77 feet along the Right-of-Way of Rocky Road; thence Southwest 100 feet; thence Northwest 100 feet; thence Southwest 200 feet; thence Southeasterly 1565+/- feet; thence Easterly 300 feet to point of beginning.	\$256,740.26

NOTICE OF ASSESSMENT

June 12, 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 NO. 533 - OIL HILL ROAD/ROCKY ROAD - PAVING IMPROVEMENTS
RESOLUTION NO. 2857**

Description of Property	Amount of Assessment
Beginning at a point 1270 feet S and 27.5 feet E of the NW/c of Section 34, Township 25, Range 5 East, thence E 300 feet; thence S 950 feet; thence West 300 feet; thence N 950 feet to the point of beginning.	\$128,370.13
Beginning at a point 411.06 feet N and 40 feet W of the SE/c of the NE ¼ of Section 33, Township 25, Range 5 East, thence Northwesterly 1552.77 feet along the Right-of-Way of Rocky Road; thence Southwest 100 feet; thence Northwest 100 feet; thence Southwest 200 feet; thence Southeasterly 1565+/- feet; thence Easterly 300 feet to point of beginning.	\$256,740.26

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 June 12, 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 June 12, 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
<i>TOTAL</i>	<i>\$_____</i>

WITNESS my hand on _____, 2021.

City Clerk

(Published in *The Butler County Times-Gazette* on June 12, 2021)

SUMMARY OF ORDINANCE NO. [____]

On June 7, 2021, the governing body of the City of El Dorado, Kansas, passed an ordinance 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. 2857 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in the City of El Dorado which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of the special assessments. A schedule of the amounts of the special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance 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 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 200 E. 1st El Dorado, Kansas 67042. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.eldoks.com/>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: June 7, 2021.

City Attorney

TO: City Commission
FROM: Scott Rickard
SUBJ: Assessment Public Hearing for Project 542-Paving Douglas Rd
DATE: May 31, 2021

Background:

Project No. 542 is complete. The City Commission established this date to hold the public hearing and to spread the costs to the properties involved.

Project Schedule:

Complete

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.*

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

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

g. Collaborate with area developers and builders to facilitate the development of ***housing opportunities*** that meet the needs of the community.

Attachments:

Assessment proceedings

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 \$1,409,413.27. The costs assessed to the improvement district will be \$591,668.08 and city-at-large costs will be \$817,745.19. The total cost of the project will be bonded, therefore allowing the improvement district to pay off the debt over a twenty year period. The intersection of Towanda Avenue and the sidewalks are the city-at-large costs which will be paid with Sales Tax Street Funds and the Federal Fund Exchange Dollars.

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:

Proceed with the assessments.

Commission Actions:

Commissioner _____ moved to approve Ordinance No. G-1354 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 Nos. 2872 & 2925 of the city; and providing for the collection of such special assessments.

Commissioner _____ seconded the motions.

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**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON JUNE 7, 2021**

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 NOS. 2872 AND 2925 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

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 NOS. 2872 AND 2925 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. 542 – Paving Improvements

Resolution No. 2872 and 2925
Paving Douglas Road (Sunset Rd. to Towanda Ave.)

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 June 7, 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 June 7, 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 June 12, 2021.

DATED: June 12, 2021.

City Clerk

EXHIBIT A-1

**PROJECT 542 – PAVING IMPROVEMENTS
RESOLUTION NO. 2872 AND 2925**

Description of Property	Amount of Assessment
Lots 1, 2, 3 & 4 Block 1 Lowes 1st Addition 925 S Douglas Rd	43,750.44
Beginning at the NE/c of Lot 11, Blk 1 Lowe's 1st Addition of City of El Dorado thence W 158;S65;E158;N65 to POB 1007 S Douglas Rd	8,439.09
Beginning 65 ft S of NE/c Lot 11, Blk 1 Lowes 1st Addition to City of El Dorado thence W 158;S160;E158;N160 to POB 1015 S Douglas Rd	16,063.49
Lot 13 Blk 1 Jack Lowes 2nd Add 1305 W Park	9,887.81
Lot 12 Blk 1 Jack Lowes 2nd Add 1113 S Douglas Rd	9,899.60
Lot 11 Blk 1 Jack Lowes 2nd Add 1121 S Douglas Rd	9,154.80
Lot 10 Blk 1 Jack Lowes 2nd Add 1129 S Douglas Rd	10,553.20
Lot 9 Blk 1 Jack Lowes 2nd Addition 1137 S Douglas Rd	8,432.80
Lot 8 Blk 1 Jack Lowes 2nd Addition 1145 S Doulgas Rd	14,170.80
Lot 7 Blk 1 Jack Lowes 2nd Addition 1155 S Douglas Rd	10,623.42
Lot 5 & 6 Blk 2 Olsens Subdivision W Finney Ave	2,066.27

Lot 7 Blk 2 Olsen Subdivision 1405 W Finney Ave	6,613.43
Lot 8 Blk 2 Olsen Subdivision W Finney Ave	6,615.24
Lot 9 Blk 2 Olsen Subdivision 1323 W Finney	8,271.31
Lot 10 Blk 2 Olsen Subdivision 1313 W Finney	5,791.11
Lot 11, Blk 2 Olsons Addition a subdivision in SW1/4 on NE1/4 of S10 T26S R5E of 6th p.m. 1201 S Douglas Rd	10,407.02
Beg NE/c of S1/2 of N1/2 of N1/2 of SW1/4 of NE1/4 of Sec10 T26S R5E of 6th p.m. thence S144;W230;N144; E230 to POB in Butler County Kansas 1225 S Douglas Rd	17,708.18
Lot 1 Blk 1 Finey/Alfaro Addition 1237 S Douglas Rd	7,523.49
Lot 2 Block 1 Finey/Alfaro Addition 1241 S Douglas Rd	27,782.13
Lot 3 Blk 1 Finey/Alfaro Addition 1251 S Douglas Rd	6,887.88
Beg NW/c Lot 4 Blk 1 E91 S46.5 W30 S96 E30 S18.2 W102 N160.73 to POB Finney/Alfaro Addition S Douglas Rd	6,609.74
Beg 66N SE/c N1/2 SW1/4 NE1/4 S10 T26S R05E 6th pm N48;W205;S48;E205 to POB Butler County KS 1257 S Douglas Rd	7,339.33

Beg 18N SE/c N1/3 SW1/4 N1/2 SW1/4 NE1/4 S10 T26S R05E 6th pm N48;W205;S48;E205 POB Butler County KS 1263 S Douglas Rd	6,748.81
Beg 18N & 32.5W NE/c S/2 SW1/4 NE1/4 S104 W274.5 N86 E102 N18 E172.5 to POB S10 T26 R05E 1303 S Douglas Rd	14,769.80
Beg 482.5N SE/c SW1/4 NE1/4 W157 S58.5 W150 N148.9 E307 S90.4 to POB less ROW S10 T26 R05E 1313 S Douglas Rd	19,365.89
Beg 175S of the NE/c SE 1/4 SW1/4 NE1/4 S10 T26S R5E of 6th pm Butler Co thence W157;S58.5;W157;N58.5 to POB 1319 S Douglas Rd	6,163.60
Beg 233.5S NE/c of SE1/4 SW1/4 of NE1/4 S10 T26S R5E of 6th pm. Thence W157; S47.5;E157 N47.5 to POB and Beg 157W & 300N of SE/c SW1/4 NE1/4 S10 T26S R5E of 6th pm; N126.5; W150;S126.5;E150 to POB Butler County KS 1323 S Douglas Rd	14,506.78
Beg 330N SW/c SE1/4 NE 1/4 S10 T26S R5E 6th pm. Thence N49;W157;S49;E157 to POB Butler County KS 1329 S Douglas Rd	4,295.27
Beg 230N SE/c SW1/4 NE1/4 S10 T26S R05E of 6th pm thence N50;W157;S50;E157 to POB Butler County Ks 1339 S Douglas Rd	7,042.66
NE1/4 S10 T26S R05E 6pm Butler Co KS Beg 130N SW/c SE1/4 NE1/4; N100;W157; S100;E157 to POB 1349 S Douglas Rd	7,701.58

Beg 157W SW/c SE1/4 NE1/4 S10 T26S R05E 6th pm N300;W150;S300;E150 to POB Butler County Kansas 1314 W Sunset Rd	21,436.29
Beg 77W SE/c SW 1/4 NE 1/4 S10 T26S R05E 6th pm Butler Co Kansas N130;W80; S130; E80 to POB 1310 W Sunset Rd	4,299.14
Beg SE/c SW1/4 NE1/4 S10 T26S R05E of 6th pm; N130;W77;S130;E77 to POB in Butler County KS 1359 S Douglas Rd	3,455.39
Lots 16 & 17 Except E70, Lt 18 N30.26 Lt 19 Marcum's Subdivision 930 S Douglas Rd	18,491.85
E70 Lot 16 Lot 17 Marcum's Sub 1227 W Towanda Ave	4,731.09
Lot 20, Lot 19 Except N30.26 Marcum's Subdivision 936 S Douglas Rd	9,847.48
Beg NW/c S1/2 NW1/4 NE1/4 NE1/4 NE1/4 S10 T26 R05E 6th pm; E195;S75;W195;N75 to POB 1002 S Douglas Rd	9,722.31
W165.07 Lt 4 Block 1 Hullihan Add. 1010 S Douglas Rd	8,386.41
Lot 2 Block 1 Hullihan Addition 1016 S Douglas Rd	9,506.92
Lot 1 Block 1 Hullihan Addition 1034 S Douglas Rd	6,069.45
Lots 1 & 2 Block 1 Sheldens 1st Add. 1110 S Douglas Rd	6,448.39

Lots 3 4 & 5 Block 1 Sheldens 1st Add 1118 S Douglas Rd	7,137.99
Lots 6 & 7 N/2 Lot 8 Block 1 Sheldens 1st Addition 1124 S Douglas Rd	5,629.63
S25 Lt 8 Lts 9 & 10 Block 1 Sheldens 1st Addition 1138 S Douglas Rd	4,383.99
Lots 11 & 12 Block 1 Sheldens 1st Addition 1238 W Finney	3,507.19
W60 Lt 1 Lt 2 W60 N8 Lt 3 Blk 4 Sheldens 1st Addition 1206 S Douglas Rd	3,444.71
Lot E64 1 & 2 Block 4 Sheldens 1st Addition 1237 W Finney Ave	115.62
Lots 3 & 4 Exc N8 W60 Blk 4 Sheldens 1st Addition 1218 S Douglas Rd	5,250.93
Lots 5 & 6 Block 4 Sheldens 1st Addition 1221 S Ellet	3,542.26
Lots 7 8 & 9 Block 4 Sheldens 1st Addititon S Ellet	5,313.39
Lots 10 11 & 12 Block 4 Sheldens 1st Addition 1237 S Ellet	5,436.14
Lot 1 N12 Lot 2 W/2 Adj Vac St Blk 1 Sheldens 2nd Addition 1302 S Douglas Rd	5,401.07

Beg 60W NE/c Lot 1, Blk 2 Sheldens 2nd Addition; S120;W55;N120;E55 to POB Being parts Lots 1, 3, 5 Blk 2 of said Addition Butler County Kansas 1221 W Clark	6,380.82
E60 Lots 1 & 3 N20 of E60 Lot 5 S30 Lot 5 N1/2 Lot 7 all in Blk 2 Sheldens 2nd Addition Butler County Kansas 1217 W Clark Ave	6,537.80
S38 Lot 2 N20 Lot 3 W/2 Adj Vac St Block 1 Sheldens 2nd Addition 1312 S Douglas Rd	6,365.90
S30 Lot 3 N/2 Lot 4 Blk 1 Sheldens 2nd Addition & Beg SE/c N1/2 Lot 4, Blk 1 aforesaid; E30 to center of Ellet St before its vacation; N55 along center line said street to a point 30'N & 30'E SE/c Lot 3 Blk 1 W30 to a point 30'N SE/c Lot 3;S along E line of Lots 3 & 4 a distance of 55' to POB 1318 S Douglas Rd	6,063.51
S1/2 Lot 4 all Lot 5 Blk 1 Sheldens 2nd Addition to Townsite now City of El Dorado & part of vacated Ellet St: Beg SE/c Lot 5; E along S line of said Lot 5 30'; N parallel with E line Lot 5 75'; W30 S75 to POB Butler County KS 1322 S Douglas Rd	9,172.28
Lots 9 & 11 S/2 Lot 7 Block 2 Lot 6 Block 1 Pt Adj Vac Ellet St Sheldens 2nd Addition 1330 S Douglas Rd	16,411.25
Lots 7 & 8 Block 1 Lots 13 & 15 Blk 2 Sheldens 2nd Addition 1340 S Douglas Rd	19,285.48

Lot 9 W/2 Adj Vac St Block 1 Sheldens 2nd Addition 1344 S Douglas Rd	6,762.62
Lots 17 19 21 & 23 E/2 Adj Vac St Blk 2 Sheldens 2nd Addition 1218 W Conner Ave	14,704.46
Lots 10 11 12 W/2 Adj Vac St Blk 1 Sheldens 2nd Addition 1352 S Douglas Rd	13,241.34

NOTICE OF ASSESSMENT

June 12, 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 542 – PAVING IMPROVEMENTS
RESOLUTION NO. 2872 AND 2925**

Description of Property	Amount of Assessment
Lots 1, 2, 3 & 4 Block 1 Lowes 1st Addition 925 S Douglas Rd	43,750.44
Beginning at the NE/c of Lot 11, Blk 1 Lowe's 1st Addition of City of El Dorado thence W 158;S65;E158;N65 to POB 1007 S Douglas Rd	8,439.09
Beginning 65 ft S of NE/c Lot 11, Blk 1 Lowes 1st Addition to City of El Dorado thence W 158;S160;E158;N160 to POB 1015 S Douglas Rd	16,063.49
Lot 13 Blk 1 Jack Lowes 2nd Add 1305 W Park	9,887.81
Lot 12 Blk 1 Jack Lowes 2nd Add 1113 S Douglas Rd	9,899.60
Lot 11 Blk 1 Jack Lowes 2nd Add 1121 S Douglas Rd	9,154.80
Lot 10 Blk 1 Jack Lowes 2nd Add 1129 S Douglas Rd	10,553.20
Lot 9 Blk 1 Jack Lowes 2nd Addition 1137 S Douglas Rd	8,432.80
Lot 8 Blk 1 Jack Lowes 2nd Addition 1145 S Doulgas Rd	14,170.80
Lot 7 Blk 1 Jack Lowes 2nd Addition 1155 S Douglas Rd	10,623.42
Lot 5 & 6 Blk 2 Olsens Subdivision W Finney Ave	2,066.27

Lot 7 Blk 2 Olsen Subdivision 1405 W Finney Ave	6,613.43
Lot 8 Blk 2 Olsen Subdivision W Finney Ave	6,615.24
Lot 9 Blk 2 Olsen Subdivision 1323 W Finney	8,271.31
Lot 10 Blk 2 Olsen Subdivision 1313 W Finney	5,791.11
Lot 11, Blk 2 Olsons Addition a subdivision in SW1/4 on NE1/4 of S10 T26S R5E of 6th p.m. 1201 S Douglas Rd	10,407.02
Beg NE/c of S1/2 of N1/2 of N1/2 of SW1/4 of NE1/4 of Sec10 T26S R5E of 6th p.m. thence S144;W230;N144; E230 to POB in Butler County Kansas 1225 S Douglas Rd	17,708.18
Lot 1 Blk 1 Finey/Alfaro Addition 1237 S Douglas Rd	7,523.49
Lot 2 Block 1 Finey/Alfaro Addition 1241 S Douglas Rd	27,782.13
Lot 3 Blk 1 Finey/Alfaro Addition 1251 S Douglas Rd	6,887.88
Beg NW/c Lot 4 Blk 1 E91 S46.5 W30 S96 E30 S18.2 W102 N160.73 to POB Finney/Alfaro Addition S Douglas Rd	6,609.74
Beg 66N SE/c N1/2 SW1/4 NE1/4 S10 T26S R05E 6th pm N48;W205;S48;E205 to POB Butler County KS 1257 S Douglas Rd	7,339.33

Beg 18N SE/c N1/3 SW1/4 N1/2 SW1/4 NE1/4 S10 T26S R05E 6th pm N48;W205;S48;E205 POB Butler County KS 1263 S Douglas Rd	6,748.81
Beg 18N & 32.5W NE/c S/2 SW1/4 NE1/4 S104 W274.5 N86 E102 N18 E172.5 to POB S10 T26 R05E 1303 S Douglas Rd	14,769.80
Beg 482.5N SE/c SW1/4 NE1/4 W157 S58.5 W150 N148.9 E307 S90.4 to POB less ROW S10 T26 R05E 1313 S Douglas Rd	19,365.89
Beg 175S of the NE/c SE 1/4 SW1/4 NE1/4 S10 T26S R5E of 6th pm Butler Co thence W157;S58.5;W157;N58.5 to POB 1319 S Douglas Rd	6,163.60
Beg 233.5S NE/c of SE1/4 SW1/4 of NE1/4 S10 T26S R5E of 6th pm. Thence W157; S47.5;E157 N47.5 to POB and Beg 157W & 300N of SE/c SW1/4 NE1/4 S10 T26S R5E of 6th pm; N126.5; W150;S126.5;E150 to POB Butler County KS 1323 S Douglas Rd	14,506.78
Beg 330N SW/c SE1/4 NE 1/4 S10 T26S R5E 6th pm. Thence N49;W157;S49;E157 to POB Butler County KS 1329 S Douglas Rd	4,295.27
Beg 230N SE/c SW1/4 NE1/4 S10 T26S R05E of 6th pm thence N50;W157;S50;E157 to POB Butler County Ks 1339 S Douglas Rd	7,042.66
NE1/4 S10 T26S R05E 6pm Butler Co KS Beg 130N SW/c SE1/4 NE1/4; N100;W157; S100;E157 to POB 1349 S Douglas Rd	7,701.58

Beg 157W SW/c SE1/4 NE1/4 S10 T26S R05E 6th pm N300;W150;S300;E150 to POB Butler County Kansas 1314 W Sunset Rd	21,436.29
Beg 77W SE/c SW 1/4 NE 1/4 S10 T26S R05E 6th pm Butler Co Kansas N130;W80; S130; E80 to POB 1310 W Sunset Rd	4,299.14
Beg SE/c SW1/4 NE1/4 S10 T26S R05E of 6th pm; N130;W77;S130;E77 to POB in Butler County KS 1359 S Douglas Rd	3,455.39
Lots 16 & 17 Except E70, Lt 18 N30.26 Lt 19 Marcum's Subdivision 930 S Douglas Rd	18,491.85
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W165.07 Lt 4 Block 1 Hullihan Add. 1010 S Douglas Rd	8,386.41
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S1/2 Lot 4 all Lot 5 Blk 1 Sheldens 2nd Addition to Townsite now City of El Dorado & part of vacated Ellet St: Beg SE/c Lot 5; E along S line of said Lot 5 30'; N parallel with E line Lot 5 75'; W30 S75 to POB Butler County KS 1322 S Douglas Rd	9,172.28
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Lots 10 11 12 W/2 Adj Vac St Blk 1 Sheldens 2nd Addition 1352 S Douglas Rd	13,241.34

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 June 12, 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 June 12, 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

(Published in *The Butler County Times-Gazette* on June 12, 2021)

SUMMARY OF ORDINANCE NO. [____]

On June 7, 2021, the governing body of the City of El Dorado, Kansas, passed an ordinance 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 NOS. 2872 AND 2925 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in the City of El Dorado which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of the special assessments. A schedule of the amounts of the special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance 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 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 200 E. 1st El Dorado, Kansas 67042. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.eldoks.com/>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: June 7, 2021.

City Attorney

TO: City Commission
FROM: Scott Rickard
SUBJ: Community Development Block Grant Public Hearing for 142 N Main
DATE: May 24, 2021

Background:

As previously announced, the City of El Dorado and Nathan and Nicole Ensminger were awarded another Community Development Block Grant for the purposes of rehabilitating the building at 142 N Main. The grant agreement and other documents need to be signed to move forward with the process.

The specific project is the rehabilitation of the building located 142 North Main Street El Dorado Kansas at the corner of North Main Street and West 1st Street. The proposed rehabilitation project will consist of replacing existing windows and doors second floor, install passenger elevator, accessible public restrooms on second floor, plumbing sewer main & interceptor and electrical service. The estimated project cost is \$341,700.00, with the grant request for \$250,000.00 of the project cost and a local match of \$91,700.00.

Project Schedule:

Construction and Completion in 2021

Attachments:

Contract, repayment agreement, matching funds agreement

Policy Issue:

The Commission must grant the Mayor the authority to sign the agreement.

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.

Alternatives:

Fiscal Impact:

The fiscal impact of this project will be seen in increased property taxes and sales tax once the building has been completed and business have been moved in.

Trade-offs:

Should the City Commission choose not to sign the agreement, the building would likely not get finished.

Staff Recommendation:

Approve the motion.

Commission Actions:

Commissioner _____ moved to direct the Mayor to sign the contract and to direct the Mayor and City Manager to complete any other documents associated with the grant process.

Commissioner _____ seconded the motion.

[Return to Agenda](#)

[Next Agenda Item](#)

Repayment Agreement

THIS AGREEMENT made this _____ (date) by and between the **City of El Dorado**, (hereinafter the “CITY”) and **Nathan Ensminger** (Hereinafter referred to as PROPERTY OWNER),

WHEREAS, the CITY is authorized to administer CDBG Commercial Rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development;

WHEREAS, the PROPERTY Owner has applied to the CITY for funding through the CDBG grant program;

WHEREAS, the CITY has determined that the PROPERTY Owner is qualified for receipt of a Commercial Rehabilitation grant in accordance with all program rules;

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars;

WHEREAS, the PROPERTY Owner desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed **\$250,000** in CDBG Commercial Rehabilitation grant dollars on behalf of the PROPERTY Owner;

NOW THEREFORE the parties do mutually agree as follows:

1. The property is located at **142 N. Main Street, El Dorado, Kansas 67042.**
2. The PROPERTY OWNER shall commence business operations in the renovated building within one year of the date of issuance of the Certificate of Completion.
3. The PROPERTY OWNER shall continue to own and maintain insurance on the structure rehabilitated with CDBG funds for a period of three (3) years after the date of issuance of the Certificate of Completion.
3. The PROPERTY OWNER (s), shall hold title to the property for a period of three years after the date of issuance of the Certificate of Completion (the Retention Period). In the event the PROPERTY OWNER (s) sells the property within the three years of the date of issuance of the Certificate of Completion the PROPERTY Owner shall repay the CITY, a sum of money to be calculated on a monthly prorated basis based on the three-year Retention Period.

4. The PROPERTY Owner further agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation or through other causes within three (3) years after the date of issuance of the Certificate of Completion, the PROPERTY Owner shall repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the PROPERTY Owner received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.
5. In the event the PROPERTY Owner retain the real property for the full three (3) year Retention Period, this agreement shall expire and become null and void.
7. If, as a part of the wider project, the PROPERTY OWNER must undertake additional renovations above and beyond that of the Commercial Rehabilitation scope of work as described in the Grant Agreement, the PROPERTY OWNER must begin work on the additional renovations immediately after the date of issuance of the Certificate of Completion.
8. If the PROPERTY OWNER must undertake additional renovations under Section 7, failure to complete work on the additional renovations and commence business operations within one year of the date of issuance of the Certificate of Completion will result in the PROPERTY OWNER being required to pay back all Grant Funds to the **City of El Dorado**. The **City of El Dorado** will forward the funds received from the PROPERTY OWNER for repatriation to the Kansas Department of Commerce.
9. The CITY and PROPERTY Owner agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

City of El Dorado

By: _____ Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

PROPERTY Owner(S)

Signed: Date: _____

Signed: Date: _____

Signed: Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

STATE OF KANSAS
GRANT AGREEMENT NO. 21-CR-001
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of El Dorado

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of El Dorado**, Kansas, hereinafter called the "Grantee." This Agreement is being made pursuant to an application by the Grantee for **the renovation of a commercial property owned by Nathan Ensminger. Property is located at 142 N. Main Street, El Dorado, Kansas.**

This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated March 14, 2019, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files), the Repayment Agreement and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **June 1, 2021** hereinafter called the "Commencement Date," and shall be complete on **May 31, 2023**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$250,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Owner shall provide **\$91,800** in cash to match this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$250,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.
- G. The Grantee shall ensure that the sub-grantee has entered into a contract with a general contractor for work detailed in the Approved Project Application no later than 12 months from commencement date. Failure to meet this obligation may result in the termination of this contract and the forfeiture of grant funds.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total “Small Cities CDBG Funds” expended for “Administration” shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the “Notice of Release of Funds.”
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to ensure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
- A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.

C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.

B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.

B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.

C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.

D. The Department retains the right to recover any appropriate amount of unobligated program funds.

E. The Grantee shall account for any property acquired with grant funds or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this _____ day of _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of El Dorado, Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **May 10, 2021**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **May 31, 2023** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **August 31, 2023**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

CITY OF EL DORADO
MATCHING FUNDS AGREEMENT
(Downtown Commercial Rehabilitation)

This agreement made and entered into this 1ST day of June 2021, by and between the **City of El Dorado**, Kansas, hereinafter referred to as "Grantee" and **Nathan Enslinger**, hereinafter referred to as "the property owner."

Whereas, the Grantee is entering into a Grant Agreement No. **21-CR-001** with the State of Kansas, Department of Commerce;

And, Whereas, the grant awarded under said agreement will facilitate the **rehabilitation of a building owned by Nathan Enslinger located at 142 N. Main Street, El Dorado, Kansas.**

Now, therefore, in consideration of the mutual covenants herein contained, and in consideration of the execution of said Grant Agreement by the Grantee and completion of the project contemplated by the said Grant Agreement, it is understood and agreed by the parties as follows:

1. The Property owners recognize and acknowledge the terms of the Grant Agreement No. **21-CR-001**, is familiar with the terms thereof, and agrees to comply with the terms thereof.

2. The Property owner especially acknowledges the terms of the Grant Agreement in **Part V-B** thereof, which refers to the private match requirement in the Grant Agreement. **The total private match of \$91,800 will be provided by Nathan Enslinger for the purpose which the city applied to the Department of Commerce for Community Development Block Grant assistance.**

3. In the event that the property owners fail to provide the amount of matching funds set forth in Part V-B of the Grant Agreement, the Department reserves the right to reduce the amount of funds provided to the Grantee for the project by a proportionate amount or to terminate the project entirely.

4. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

The **City of El Dorado, Kansas**

By: _____
Mayor

Attest:

Grantee Clerk

CITY OF
MATCHING FUNDS AGREEMENT
(Downtown Commercial Rehabilitation)
Page Two of two

Owner: Nathan Ensminger

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: YMCA Recreation Proposal
DATE: June 3, 2021

Background:

The YMCA brought a proposal to the City regarding youth recreation programming. The Parks and Recreation Board reviewed the proposal and decided that they would like to hear from the public prior to making a decision. Two public forums were held and a survey was provided on the website and social media. The YMCA provided a second proposal to the Parks and Recreation Board at their last meeting. The Board recommend 4 – 0 that the youth recreation remain with the Parks and Recreation Board.

Project Schedule:

N/A

Strategic Plan:

Quality of Life

3. Strengthen existing offerings in traditional sports to provide the best experience for participants while creating an environment that fosters learning and development, and creates fun experiences.

Municipal Operations

1. Create an organizational culture that strives for customer service excellence through practical implementation of the City's core values and behavioral norms.
2. Seek continuous improvement within the organization to reduce costs, increase efficiencies, and make multiple programs more effective for citizens.
3. Facilitate citizen-centric thinking by actively engaging citizens to determine ways to serve the public in a manner and at a cost desired by the community.
4. Promote a culture of innovation where employees may experiment and develop new ways of providing municipal services for the benefit of the public.

Attachments:

1st and 2nd YMCA Proposals

Parks and Recreation Board Minutes

Survey Results

Alternatives:

The City Commission has several options.

1. Accept the recommendation of the Parks and Recreation Board and continue to offer youth recreation leagues.
2. Reject the recommendation of the Parks and Recreation Board, accept the proposal from the YMCA and direct staff to begin the transition.
3. Direct staff to provide more information.

Fiscal Impact:

The City of El Dorado would see little fiscal impact either way. The revenue from recreation sports almost covers direct expenses including shirts, awards and some of the cost of officials. The City's primary official cost is during baseball and softball season. The two full time recreation staff will be able to repurpose some of their time, but will still be responsible for maintenance and supervision at our facilities, as well as the baseball and softball seasons.

Trade-offs:

Keeping youth recreation with the City will provide assurance that all children, no matter of skill level or financial ability, will be able to play in recreational sports. Allowing the YMCA oversight on these sports would provide levels of competition not currently offered by the City.

Staff Recommendation:

Based on input at the meeting, staff will help the Commission formulate a motion appropriate to the action they wish to take.

Commission Actions:

[Return to Agenda](#)

[Next Agenda Item](#)

February 12, 2021

Recreation Advisory Committee
City of El Dorado
220 E. First
El Dorado, KS 67042

Dear Committee,

Thank you for the opportunity to meet with the Recreation Advisory Committee to discuss the future of youth sports. Both the City and YMCA have the same goal of maximizing participation with El Dorado youth in sports and wellness. The Wichita YMCA's have a long standing positive track record of running quality youth sports programs in the Greater Wichita area. We feel this is a great opportunity for the El Dorado YMCA to add additional sports programming with the goal of increasing participation, health and wellness for our youth and in turn allowing the City to build on their other successful programs and initiatives.

As you know the EL Dorado YMCA is part of the Greater Wichita YMCA, our Y's youth sports programs offer several levels of competition to meet the variety of needs within our communities. This structure would be a benefit for all our local teams, allowing them the opportunity to keep their teams together and play at either a recreational, intermediate or advanced level of competition, all under the same entity, which is the desire of our community participants.

Please review the attached youth sports proposal outlining the El Dorado YMCA running the youth basketball, soccer, volleyball and flag football programs, beginning fall 2021.

If you have any questions, please don't hesitate to call or email us.

Sincerely,

Matt Engel
Branch Director

Wendy Scribner
Senior Program Director

EL DORADO YMCA YOUTH SPORTS PROPOSAL

1. The El Dorado YMCA is proposing the YMCA run the following youth sports programs beginning fall 2021: soccer, basketball, flag football, volleyball, and micro baseball. The El Dorado Recreation Department will continue to run baseball/softball. The YMCA is open for discussion on the structure of flag football and volleyball.
2. The YMCA will offer three to four different levels of competition for the basketball and soccer programs – micro, recreational, intermediate, and/or advanced. This allows all skill levels the opportunity to participate which meets the needs of our community.
3. YMCA teams will practice at the El Dorado YMCA and Turf Fields. Depending on the level of competition, teams will play games in El Dorado, Andover and possibly other Greater Wichita YMCA locations.
 - a. Recreational Leagues – travel is an option for teams, as we know some teams enjoy the experience. K-2nd grade teams will play all their games in El Dorado.
 - b. Intermediate Leagues – games will be played at both Andover Farha and the El Dorado YMCA. All practices will be in El Dorado.
 - c. Advanced Leagues – games will be played at the YMCA Farha locations. All practices will be in El Dorado.
 - d. Depending on the number of teams participating, the YMCA may ask to use City facilities either for in-kind, trade, or reservation fee.
4. Volunteer coaches training will be offered for anyone interested in leading a team. Coaches will be recruited through relationship building and our network of volunteers. If unable to find a volunteer coach, the YMCA staff will coach.
5. Our sports run on Playerspace (<https://ymcawichita.playerspace.com/>). Participants and coaches in Greater Wichita YMCA sports programs use PLAYERSPACE to stay updated with communication from our staff, coaches, other player guardians and more.
6. Program details such as price, ages, and time lines for registration deadlines and games attached. **Financial assistance is available for all programs; the YMCA does not turn anyone away, regardless of their ability to pay.**

Pricing Structure

The Greater Wichita YMCA is a place where all of us belong and we do not turn anyone away, regardless of their ability to pay. Financial assistance is available to all qualifying participants both member and non-member.

See link for an estimating tool: <https://ymcawichita.org/join/membership-fee-calculator>.

Any community member who qualifies for free or reduced lunches will automatically qualify for financial assistance up to 60%. In addition, the YMCA has the discretion to further help families on a case by case situation to ensure all kids are able to participate.

Lastly, we would like to offer every new YMCA sport participant one (1) free sport session within the first year.

Category	Member	Non-Member
Micro Sports	\$27	\$47
Recreational Sports	\$45	\$65
Intermediate Basketball	\$45	\$65
Advanced Basketball	\$85	\$105
Advanced Soccer	\$65	\$85

* Pricing above is for early bird registration. An additional \$10.00 is added after the early bird registration deadline.

Youth Sports Seasons at the YMCA

Youth sports seasons are established by the Greater Wichita YMCA and followed by all the YMCAs. This allows all teams throughout the Association to compete against each other. The El Dorado YMCA will follow the established sports seasons as outlined by the Association.

Winter

Micro, Recreational, Intermediate, and Advanced Basketball

- January – March
 - Deadline usually in December
 - Program ends second week in March

Spring

Micro, Recreational and Advanced Soccer, Recreational Flag Football, Recreational Volleyball

- March – May
 - Deadline in late February
 - Program ends second week in May

Fall I

Micro, Recreational and Advanced Soccer, Recreational Flag Football, Recreational Volleyball

- August – October

- Deadline in August
- Program ends second week in October

Fall II

Micro, Recreational, Intermediate, and Advanced Basketball

- November – December
 - Deadline in October (early)
 - Program ends third week in December

Age Divisions

- | | |
|------------------------------|----------------|
| • Micro Sports | 3-4 year olds |
| • Recreational Basketball | 4U-12U |
| • Intermediate Basketball | 6U-12U |
| • Advanced Basketball | 6U-18U |
| • Recreational Soccer | U5-U13 |
| • Advanced Soccer | U4-U18 |
| • Recreational Flag Football | 6-12 year olds |
| • Recreational Volleyball | 8-14 year olds |

Team Selection

Players can register as either a free agent or with a team or coach. “Free Agents” are players registering without a team or coach and will be placed on a team.

Teams are allowed to register together with a coach in all leagues.

RECREATION BASKETBALL LEAGUE

- **ELIGIBLE AGES** 4U-12U (Boys, Girls)
- **TEAM FORMATION** 6+ Players/Team with Volunteer Coach
- **LEAGUE FORMAT** Youth basketball at the Y provides a mixture of individual skill development and team play - all in a fun and supportive environment that honors our core values (character, honesty, respect, and responsibility). Boys and girls will learn and improve fundamentals including passing, receiving, shooting, footwork and dribbling. Players will also build social skills, gain confidence, and develop leadership skills.

Program Details

SEASON FORMAT

- **GAME COUNT** 8 Games per season at the El Dorado Y, can travel if team prefers. Participation award for players 6U and below
 - 4U teams will have a 30 minute practice followed by a 30 minute game
- **POST-SEASON** None

GAME/PLAY FORMAT

- Score Kept by YMCA provided officials
- 15-20 minute halves (excluding 4U and 5U)
- **EVERYONE PLAYS POLICY** All eligible players play (approximately) half-the-game

UNIFORM POLICY

- Reversible "Y" jersey is required
- \$15/jersey (Purchase at the Welcome Desk of any Greater Wichita YMCA location)

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

INTERMEDIATE BASKETBALL LEAGUE

- **ELIGIBLE AGES** 6U-12U (Boys, Girls)
- **TEAM FORMATION** 10-12 Players/Team + Coach
- **LEAGUE FORMAT** For those who have advanced past recreational play and are ready to continue developing skills and sportsmanship. Players must have an existing coach to register for this league.

Program Details

SEASON FORMAT

- **GAME COUNT** 7 games per season held at the Farha Sports Center & El Dorado YMCA
- **POST-SEASON** Single Elimination
- Teams practice at local home branches

GAME FORMAT

- Score and standing kept
- 15-20 minute halves
- 10 minute playing time required

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on front and back

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

ADVANCED BASKETBALL LEAGUE

- **ELIGIBLE AGE** 6U-18U
- **TEAM FORMATION** N/A 10-12 Players/Team + Coach
- **LEAGUE FORMAT** Established and experienced players continue to develop skills and sportsmanship in games against other, equally-skilled teams. Players must have an existing coach and team to register. Free Agents will be placed on teams when available.

Program Details

SEASON FORMAT

- **GAME COUNT** 8 Games per season
- **POST-SEASON** Single Elimination
- Teams practice and play at Farha Sports Centers and may travel
 - El Dorado teams will practice at the El Dorado YMCA

PLAY FORMAT

- Score and standing kept
- 15-20 minute halves
- Coach-determined playing time

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on front and back

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

RECREATIONAL SOCCER LEAGUE

- **ELIGIBLE AGES**
 - U5 (Boys, Girls, Co-Ed)
 - U6-U13 (Boys, Girls)
- **TEAM FORMTATION**
 - 6+ Players/Team with Coach
- **LEAGUE FORMAT**
 - With an emphasis on fair play and fun, soccer at the Y is progressive with age-appropriate rules to help teach the game and keep it fun at every level. Our soccer program focuses on sportsmanship and teaching the basic skills including kicking, passing, dribbling, shooting, defense and working as a team.

Program Details

SESSION FORMAT

- **GAME COUNT** 8 Games per season at the El Dorado YMCA. Teams can travel if they prefer.
- **POST SEASON** N/A

GAME/PLAY FORMAT

- Skills development
- **EVERYONE PLAYS POLICY** - All players will play (approximately) half of each game

UNIFORM POLICY

- Reversible "Y" jersey is required
- \$15/jersey (Purchase at the Welcome Desk of any Greater Wichita YMCA location)

INTERMEDIATE SOCCER LEAGUE

- **ELIGIBLE AGES**
 - U5 (Boys, Girls, Co-Ed)
 - U6-U13 (Boys, Girls)
 - Questions about age ranges? Use the US Youth Soccer "Age" Calculator
- **TEAM FORMATION**
 - 6+ Players/Team with Coach
- **LEAGUE FORMAT**
 - As established teams progress in skills and team dynamic development, our intermediate league provides a place to continue competitive development before moving to the advanced league. The focus remains on the Y's Core Values. New teams and free agents are welcome to participate, with approval from Y staff. As age groups progress some teams/players may choose to move to/from recreational, intermediate, and advanced formats to maximize progress and game play.

Program Details

SESSION FORMAT

- **GAME COUNT** 7 games per season held at the Farha Sports Center Turf Fields and El Dorado Turf Fields
- **POST-SEASON** Single Elimination

GAME FORMAT

- Score and Standing Kept
- 10 minute playing time required

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on front and back

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

ADVANCED SOCCER LEAGUE

- **ELIGIBLE AGES**

- U4-U5 (Boys, Girls, Co-Ed)
- U6-U19 (Boys, Girls)
- Questions about age ranges? Use the US Youth Soccer "Age" Calculator

- **TEAM FORMATION**

- 10-12 Player/Team with Coach

- **LEAGUE FORMAT**

- Continue skills development in a more-competitive environment while still focusing on the Y's Core Values. This league is intended for established teams that have played together before, but free agents and new teams are welcome to participate. As age groups progress some teams/players may choose to move to/from recreation and advanced for formats to maximize progress and game play.

Program Details

SESSION FORMAT

- **GAME COUNT** 8 Games per season at Farah Turf Fields
- **POST-SEASON** Top 4 Teams, Single Elimination

GAME FORMAT

- Score and standing kept
- Coach determined playing time

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on the front and back.

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

FAQs

WHEN ARE PRACTICES?

Teams practice once per week for an hour. Days and times are determined by the volunteer coach and will be communicated out using PlayerSpace.

HOW DO I FIND OUT ABOUT COACHING?

Volunteer coaches are an integral part of the YMCA Youth Sports program. No experience is required and assistant and head coaching positions are available. [Learn more about becoming a volunteer coach.](#)

HOW CAN I ACCESS THE SPORTS REGISTRATION PAPERWORK?

While we welcome you to enroll in sports at the front desk of any branch location - you can also enroll in sports [online](#).

MY CHILD HAS NEVER PLAYED AN ORGANIZED SPORT BEFORE - IS THE YMCA AN APPROPRIATE PLACE TO START?

We believe we are the **BEST** place to start. Our organized sports are organized by age and, in some cases, gender. Our more popular sports (by way of enrollment and participation numbers) are also often organized by skill level, too. When your child enrolls in sports at the YMCA they are assured a spot on the team, they will receive coaching and support, and they will play in each game - presuming they are honoring their commitments to the team and their own development

WHAT IS THE DIFFERENCE BETWEEN A YMCA BRANCH AND A YMCA FARHA SPORTS CENTER?

While very much a part of the Greater Wichita YMCA, our YMCA Farha Sports Centers (located adjacent to the Richard A. DeVore South YMCA Branch and near the Andover YMCA Branch) are exclusively used for organized sports. They don't have general fitness centers for every day member use, studios, racket sport courts, or pools. They do offer 65,000 square feet of turf on six fields, 180,000+ square feet of hardwood floor courts, and weight rooms and fitness facilities for teams that use the facilities. There are also concession stands and spectator seating.

DO YOU OFFER COMPETITIVE/CLUB/LEAGUE/TRAVELING SPORTS?

Yes. We welcome beginners and those just learning a sport but we also want to continue to challenge athletes as their skills develop. We offer a variety of competitive levels/options within the Greater Wichita YMCA including monthly/short season sports including our young kid and recreational leagues including the following:

- Basketball
- Flag Football
- Soccer
- Volleyball

We have some Advanced options including:

- Basketball
- Volleyball
- Soccer

EL DORADO YMCA YOUTH SPORTS PROPOSAL

1. The El Dorado YMCA is proposing the YMCA run the following youth sports programs beginning fall 2021: soccer, basketball, flag football, volleyball, and micro baseball. The El Dorado Recreation Department will continue to run baseball/softball. The YMCA is open for discussion on the structure of flag football and volleyball.
2. The YMCA will offer three to four different levels of competition for the basketball and soccer programs – micro, recreational, intermediate, and/or advanced. This allows all skill levels the opportunity to participate which meets the needs of our community.
3. YMCA teams will practice at the El Dorado YMCA and Turf Fields. Depending on the level of competition, teams will play games in El Dorado, Andover and possibly other Greater Wichita YMCA locations.
 - a. Recreational Leagues – travel is an option for teams, as we know some teams enjoy the experience. K-2nd grade teams will play all their games in El Dorado.
 - b. Intermediate Leagues – games will be played at both Andover Farha and the El Dorado YMCA. All practices will be in El Dorado.
 - c. Advanced Leagues – games will be played at the YMCA Farha locations. All practices will be in El Dorado.
 - d. Depending on the number of teams participating, the YMCA may ask to use City facilities either for in-kind, trade, or reservation fee.
4. Volunteer coaches training will be offered for anyone interested in leading a team. Coaches will be recruited through relationship building and our network of volunteers. If unable to find a volunteer coach, the YMCA staff will coach.
5. Our sports run on Playerspace (<https://ymcawichita.playerspace.com/>). Participants and coaches in Greater Wichita YMCA sports programs use PLAYERSPACE to stay updated with communication from our staff, coaches, other player guardians and more.
6. Program details such as price, ages, and time lines for registration deadlines and games attached. **Financial assistance is available for all programs; the YMCA does not turn anyone away, regardless of their ability to pay.**

Pricing Structure

The Greater Wichita YMCA is a place where all of us belong and we do not turn anyone away, regardless of their ability to pay. Financial assistance is available to all qualifying participants both member and non-member.

See link for an estimating tool: <https://ymcawichita.org/join/membership-fee-calculator>.

Any community member who qualifies for free or reduced lunches will automatically qualify for financial assistance up to 50%. In addition, the YMCA has the discretion to further help families on a case by case situation to ensure all kids are able to participate.

Category	Member	Non-Member
Micro Sports	\$25	\$25
Recreational Sports	\$25	\$25
Intermediate Basketball	\$45	\$65
Advanced Basketball	\$85	\$105
Advanced Soccer	\$65	\$85

* Pricing above is for early bird registration. An additional \$10.00 is added after the early bird registration deadline.

Youth Sports Seasons at the YMCA

Youth sports seasons are established by the Greater Wichita YMCA and followed by all the YMCAs. This allows all teams throughout the Association to compete against each other. The El Dorado YMCA will follow the established sports seasons as outlined by the Association.

Winter

Micro, Recreational, Intermediate, and Advanced Basketball

- January – March
 - Deadline usually in December
 - Program ends second week in March

Spring

Micro, Recreational and Advanced Soccer, Recreational Flag Football, Recreational Volleyball

- March – May
 - Deadline in late February
 - Program ends second week in May

Fall I

Micro, Recreational and Advanced Soccer, Recreational Flag Football, Recreational Volleyball

- August – October
 - Deadline in August

- Program ends second week in October

Fall II

Micro, Recreational, Intermediate, and Advanced Basketball

- November – December
 - Deadline in October (early)
 - Program ends third week in December

Age Divisions

- | | |
|------------------------------|----------------|
| • Micro Sports | 3-4 year olds |
| • Recreational Basketball | 4U-12U |
| • Intermediate Basketball | 6U-12U |
| • Advanced Basketball | 6U-18U |
| • Recreational Soccer | U5-U13 |
| • Advanced Soccer | U4-U18 |
| • Recreational Flag Football | 6-12 year olds |
| • Recreational Volleyball | 8-14 year olds |

Team Selection

Players can register as either a free agent or with a team or coach. “Free Agents” are players registering without a team or coach and will be placed on a team.

Teams are allowed to register together with a coach in all leagues.

RECREATION BASKETBALL LEAGUE

- **ELIGIBLE AGES** 4U-12U (Boys, Girls)
- **TEAM FORMATION** 6+ Players/Team with Volunteer Coach
- **LEAGUE FORMAT** Youth basketball at the Y provides a mixture of individual skill development and team play - all in a fun and supportive environment that honors our core values (character, honesty, respect, and responsibility). Boys and girls will learn and improve fundamentals including passing, receiving, shooting, footwork and dribbling. Players will also build social skills, gain confidence, and develop leadership skills.

Program Details

SEASON FORMAT

- **GAME COUNT** 8 Games per season at the El Dorado Y, can travel if team prefers. Participation award for players 6U and below
 - 4U teams will have a 30 minute practice followed by a 30 minute game
- **POST-SEASON** None

GAME/PLAY FORMAT

- Score Kept by YMCA provided officials
- 15-20 minute halves (excluding 4U and 5U)
- **EVERYONE PLAYS POLICY** All eligible players play (approximately) half-the-game

UNIFORM POLICY

- Reversible "Y" jersey is required
- \$15/jersey (Purchase at the Welcome Desk of any Greater Wichita YMCA location)

COACHES AND OFFICIALS

- **COACHES** Volunteer
- **OFFICIALS** Provided by Greater Wichita YMCA

INTERMEDIATE BASKETBALL LEAGUE

- **ELIGIBLE AGES** 6U-12U (Boys, Girls)
- **TEAM FORMATION** 10-12 Players/Team + Coach
- **LEAGUE FORMAT** For those who have advanced past recreational play and are ready to continue developing skills and sportsmanship. Players must have an existing coach to register for this league.

Program Details

SEASON FORMAT

- **GAME COUNT** 7 games per season held at the Farha Sports Center & El Dorado YMCA
- **POST-SEASON** Single Elimination
- Teams practice at local home branches

GAME FORMAT

- Score and standing kept
- 15-20 minute halves
- 10 minute playing time required

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on front and back

COACHES AND OFFICIALS

- **COACHES** Volunteer
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ADVANCED BASKETBALL LEAGUE

- **ELIGIBLE AGE** 6U-18U
- **TEAM FORMATION** N/A 10-12 Players/Team + Coach
- **LEAGUE FORMAT** Established and experienced players continue to develop skills and sportsmanship in games against other, equally-skilled teams. Players must have an existing coach and team to register. Free Agents will be placed on teams when available.

Program Details

SEASON FORMAT

- **GAME COUNT** 8 Games per season
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PLAY FORMAT

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COACHES AND OFFICIALS

- **COACHES** Volunteer
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RECREATIONAL SOCCER LEAGUE

- **ELIGIBLE AGES**
 - U5 (Boys, Girls, Co-Ed)
 - U6-U13 (Boys, Girls)
- **TEAM FORMTATION**
 - 6+ Players/Team with Coach
- **LEAGUE FORMAT**
 - With an emphasis on fair play and fun, soccer at the Y is progressive with age-appropriate rules to help teach the game and keep it fun at every level. Our soccer program focuses on sportsmanship and teaching the basic skills including kicking, passing, dribbling, shooting, defense and working as a team.

Program Details

SESSION FORMAT

- **GAME COUNT** 8 Games per season at the El Dorado YMCA. Teams can travel if they prefer.
- **POST SEASON** N/A

GAME/PLAY FORMAT

- Skills development
- **EVERYONE PLAYS POLICY** - All players will play (approximately) half of each game

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GAME FORMAT

- Score and Standing Kept
- 10 minute playing time required

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on front and back

COACHES AND OFFICIALS

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ADVANCED SOCCER LEAGUE

- **ELIGIBLE AGES**

- U4-U5 (Boys, Girls, Co-Ed)
- U6-U19 (Boys, Girls)
- Questions about age ranges? Use the US Youth Soccer "Age" Calculator

- **TEAM FORMATION**

- 10-12 Player/Team with Coach

- **LEAGUE FORMAT**

- Continue skills development in a more-competitive environment while still focusing on the Y's Core Values. This league is intended for established teams that have played together before, but free agents and new teams are welcome to participate. As age groups progress some teams/players may choose to move to/from recreation and advanced for formats to maximize progress and game play.

Program Details

SESSION FORMAT

- **GAME COUNT** 8 Games per season at Farah Turf Fields
- **POST-SEASON** Top 4 Teams, Single Elimination

GAME FORMAT

- Score and standing kept
- Coach determined playing time

UNIFORM POLICY

- **TEAM CHOICE** Matching shirts/jerseys required with numbers on the front and back.

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- **COACHES** Volunteer
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FAQs

WHEN ARE PRACTICES?

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DO YOU OFFER COMPETITIVE/CLUB/LEAGUE/TRAVELING SPORTS?

Yes. We welcome beginners and those just learning a sport but we also want to continue to challenge athletes as their skills develop. We offer a variety of competitive levels/options within the Greater Wichita YMCA including monthly/short season sports including our young kid and recreational leagues including the following:

- Basketball
- Flag Football
- Soccer
- Volleyball

We have some Advanced options including:

- Basketball
- Volleyball
- Soccer

Parks and Recreation Advisory Board
March 17, 2021
Minutes

Members Present:

Loren Anthony
Tyson Nielsen
Brett Remsberg
Camielle Austin
Russ McCaig

Members Absent:

Visitors:

Matt Engel
Wendy Scribner

Commission Representative:

Kendra Wilkinson

Staff Present:

Kevin Wishart Don Argo Brian Urton David Dillner Tabitha Sharp

Brett moved to approve the minutes from the previous meeting.
Camielle seconded.
Motion carried 5 – 0.

YMCA Proposal for Youth Sports Programming

- Kevin stated that Matt and Wendy were present to answer any questions regarding the proposal from the YMCA.
- Russ asked what the difference is for in the price structure between basketball and soccer.
- Matt stated that the El Dorado Y does not officiate or manage the advanced basketball, it is done through the Farha Sports Center. He stated that he thought that the cost difference is likely related to the costs for that facility and the workers.
- Tyson asked if the Y would form their own league if the City declines their proposal.
- Matt stated that their hope is that the City will consider the proposal, he did not know what discussions would look like moving forward if the proposal was declined.
- Loren asked if they competed with Andover in their rec leagues there.
- Matt stated that he believed they had a relationship and worked together.
- Brett asked about basketball.
- Matt stated that it was two separate seasons.
- Brett asked where they would do games.
- Matt stated that there are three levels, all advanced will be played here. Intermediate will be played about half of the time here. Recreational will be played here.
- Russ asked if the City was considering an expansion of the activity center.
- David stated that the school district was not interested in an expansion when it was discussed.
- Matt stated that there is a path to support as many children as we can so that everyone can play. He stated that there is a difference in the price point, but the campaign allows him to give scholarships to assist children who cannot afford these rates. He stated that the goal is to maximize the participation.
- Brett asked if the clinics that Corey would do would be open to all kids or just Y participants.
- Matt stated that the clinic would be run through the gym at the Y, but all kids would be welcome.

- Russ confirmed that they would be able to keep teams together through the years.
- Matt stated that they would.
- Russ asked if the city felt this proposal was a benefit.
- Kevin stated that the city will support what the community believes is best for the children. He stated that this is an advisory board decision and staff will support the decision.
- Brett felt that there needed to be an opportunity for community feedback before they made a decision.
- Kevin stated that if Brett made a motion for that, they would do so.
- Brett moved to host a community feedback session.
- Camielle seconded the motion.
- Russ stated that the only pushback he has ever had on this proposal was that the Y programming was a participation trophy league. He stated that allowing teams to stay together will help, but he feared that teams would bail out if they saw that the Y was involved.
- Matt stated that after 6U, there are no participation trophies. He stated that everyone still gets to play and they recommend teams move levels if they are exceling in a lower level league.
- Loren asked if there was a deadline for the meeting.
- Brett stated that he was open to any timing.
- Matt stated that for the Y to ensure that there is a smooth transition, he would like to hire someone in early summer so that they could be trained in time for fall sports.
- Brian asked if it would be a good idea to get the proposal out to the public.
- David stated that we could get it on the website and put announcements on the Facebook page.
- Motion carried 5 – 0.

Sales Tax Requests

- Kevin stated that the sales tax committee is meeting to hear requests for projects. He stated that there would be requests for the McDonald Stadium, West Park Development, bleacher replacements at all ball fields and the activity center, Forest Park repairs, and repaving at the south side of Sunset Lawns and Belle Vista. He stated that the Parks and Recreation Department requests total \$506,071.
- Tyson asked if there was space at Vintage to place a park.
- Kevin stated that Criss Park is just west of the Homestead Facility.
- Loren stated that he thought each new development was supposed to leave parkland.
- Kevin stated that there is space on the west side in the Griler Addition, he was unsure about Vintage Place.
- Kevin stated that the committee will hear those requests and some from other departments at the end of the month.
- Brett asked if sales tax was the same each year.
- David stated that it is up a little this year, the last three years were record-breaking years.

Spring Activities

- Kevin stated that there were 146 soccer players registered. He stated that coaches will meet next week and practices will start the week after.
- Kevin stated that there will be 25-27 teams between baseball and softball. He stated that they are still working through enrollments, there are approximately 125 in baseball and 128 in softball. He stated that there ten and a half out of district teams, the half is the result of a Bluestem team that needs more members and will take from the El Dorado draw.

- Kevin stated that there were 60 people who signed up for the walking program.
- Kevin stated that Pitch, Hit and Run will be April 12th.
- Loren asked if the Y proposal is declined, will we still be able to play rec soccer at the Middle School fields.
- Kevin stated that there are several options, continuing the current agreement with the Y at the Middle School, play at the lake, or come up with a new place.

New Business

- There was none.

Director's Report

- Kevin stated that they continue to work on the online registration system for facilities and activities. He stated that the goal for that is June.
- Kendra asked if it will include the Depot and Civic Center.
- Kevin stated that they hope to include those facilities, the programmers are working on it.
- Kevin stated that last Friday interviews for seasonal positions started. He stated that they are looking for umpires and some lifeguards still.
- Kevin stated that they have spent a great deal of time at McDonald Stadium in the last few weeks. The outfield fence at McDonald has been repaired and repainted and the irrigation system is in and ready. He stated that they are working on the fencing at the softball fields. He stated that the batting cage at Central should be done in the next week if weather is cooperative. He stated that they will then spend some time at the lake to get those fields ready.
- Kevin stated that they have several meetings over the next few weeks for coaches and new staff.
- Kevin stated that he plans to fill the pool earlier than normal in order to get lifeguard training complete sooner.
- Kevin stated that they will begin adult activities again, starting with women's volleyball this spring and coed softball this summer.
- Russ asked if there is a pickleball league.
- Kevin stated that there is not an official league, but there is an unofficial group that plays at the Activity Center and at the Sam Binter complex.
- Kevin stated that the City is advertising for a part-time tennis instructor in order to bring back a youth tennis program.
- Kevin asked when they wanted to schedule the meeting with the Y.
- David stated that they could begin by sending out a survey to parents who have enrolled in the past. He stated they could then host a public meeting in a few weeks.
- Kevin stated that he would keep the board up to date on the meeting date and time.
- Loren asked who would be presenting it.
- David stated that he felt that the Y would do the presentation, the City would facilitate the forum.

Adjourn 6:53 p.m.

**Parks and Recreation Advisory Board
April 6, 2021
Minutes**

Members Present:

Loren Anthony
Tyson Nielsen
Brett Remsberg
Camielle Austin
Russ McCaig

Members Absent:

Visitors:

Commission Representative:

Kendra Wilkinson

Staff Present:

Kevin Wishart Don Argo Tabitha Sharp

YMCA Proposal Community Survey and Forum Discussion

- Kevin stated that the purpose of the meeting was to see if the group was okay with the questions that are being used on the survey and to make sure they answer the questions needed for the board to make a recommendation.
- Russ stated that without the charges from the Y and the City, he might not be able to answer questions about cost.
- Russ also stated that he didn't like the phrase take over.
- Brett recommended that we use assume responsibilities instead.
- Kendra thought that the first question should be moved after the other questions in order to make sure that people answered all of the questions.
- Russ agreed.
- Loren felt that the first questions allows them to say what they want and then build how to get there.
- Tyson and Brett thought that they might not read the whole thing, but hoped they would attend the forum.
- Kevin stated that the people who attend the forum will get the survey at the end of the meeting. After both forums have been done, the survey will be e-mailed to past program registrants.
- Camielle asked if we could live stream from the civic center.
- Kevin stated that it hadn't come up yet, but we could possibly do it.
- Russ asked if there would be significant cost associated with the surveys.
- Kevin stated that it would be minimal.
- Loren asked if the proposal from the Y would be available.
- Kevin stated that it would be online and in paper form.
- Kevin stated that for the forum, they picked two nights on two different weeks at the Civic Center. He stated that the Y will make a presentation and then there will be a question and answer session for those in attendance. April 22 and 27 at 6:30 and 5:30 respectively.
- Tyson had to leave at 6:24 p.m.
- Russ asked about the turn-around time on the survey results.
- Tabitha stated that staff could probably have them entered about a week after they were due.

- Russ moved to approve the survey with amendments as discussed.
- Camielle seconded.
- Motion carried 4-0.

- Russ moved to proceed with the community forum as presented.
- Camielle seconded.
- Motion carried 4 – 0.

Adjourn 6:32 p.m.

Parks and Recreation Advisory Board
May 19, 2021
Minutes

Members Present:

Loren Anthony
Tyson Nielsen
Brett Remsberg
Camielle Austin

Members Absent:

Russ McCaig

Visitors:

Commission Representative:

Kendra Wilkinson

Staff Present:

Kevin Wishart Don Argo David Dillner Tabitha Sharp

Brett moved to accept the March 17, 2021 minutes as presented.

Tyson seconded the motion.

Motion carried 4 – 0.

YMCA Proposal

- Chair Loren Anthony stated that staff have told the board that a new proposal has been presented, he asked if the board was in favor of hearing the new proposal.
- The board voted 4 – 0 to hear the new proposal.
- Matt Engel stated that after seeing the results of the survey, the YMCA felt that there was significant issue with the cost and so they have submitted a new proposal with the costs changed. He stated that they have changed the recreation sports cost to \$25 for members and non-members. He stated that the rate is more affordable to the middle class in El Dorado, and they will continue to offer scholarships to anyone who applies. He stated that the other thing that changed is that there would be no free sport activity in the first year because the rate structure is more affordable now.
- Matt stated that he felt that there is still a lot of confusion surrounding the proposal and he hopes that everyone understands that the YMCA is trying to provide a good program that helps the community.
- Camielle Austin asked if the price will remain at \$25 in the future.
- Matt stated that he anticipates it will. He stated that if there are increases, they will be minor \$1 or \$2 increases over time.
- Brett Remsberg stated that he was concerned that the survey was over a different proposal, and changing the proposal now was not going to be reflective of that survey.
- Matt stated that he knew it was a last minute change, but he met with his supervisors last night and received approval earlier today. He stated that if the board looks at the other issues in the survey, he felt that their proposal could address those.
- Brett stated that he was concerned that competitiveness is not enough to keep the program going.
- Matt stated that he felt the divisions provide a spot for every kid and other programs will supplement any lag in the more competitive leagues. He stated that he felt sports were important for child development.

- Loren asked if there was a proposal like this in the greater YMCA area.
- Matt stated that he felt each city was different. He wasn't aware of others, but they were providing this proposal out of respect for their relationship with the city.
- Camielle asked if the YMCA would be willing to do another video and survey.
- Matt stated that they feel strongly that their proposal is good and he didn't feel it was necessary to do another survey.
- Brett stated that he didn't feel like the survey answered any of the questions.
- Matt stated that there were questions that weren't on the survey that would have given us better information.
- Mike Payton stated that his family has participated in El Dorado sports from the time that they moved here. He stated that when his children were ready for more competitive leagues, he sought out other opportunities. He stated that he is against the proposal, he felt that the connections in the community and with the recreation department staff are solid. He felt that the same comradery would not be available through the YMCA. He stated that to have good competitive sports, there needed to be a relationship with other areas and he felt there wasn't enough information on the different levels to make a good decision.
- Loren stated that as a citizen of El Dorado, the recreation department has done a great job working for the children of El Dorado. He asked Kevin if the recreation board could continue as they were.
- Kevin stated that they could, they would continue to work and bring changes and new programming to the recreation board.
- Loren asked about offering competitive programming.
- Kevin stated that more competitive programs are already available through the YMCA and travel leagues today. He stated that there is nothing that prevents both entities offering programming moving forward. He stated that he believes that the community will choose what is best for them. He felt it wasn't an adversarial relationship with the YMCA, it was just an opportunity for choice in the City of El Dorado.
- Loren moved that the El Dorado recreation department continue to offer programming as they have and to reject the proposal from the YMCA.
- Camielle seconded the motion.
- The board felt that their questions had been answered.
- Motion carried 4 – 0.

Spring Activities

- Kevin stated that we are a week into the baseball/softball season. He stated that they have been rained out this week, but will continue when the weather allows. He stated that there are 428 participants between t-ball and 15U softball/baseball leagues. He stated that the numbers are on par with the 2019 season.
- Kevin stated that tennis is being offered this summer. He stated that there are 27 in camp and 12 in the league, there is some cross over between enrollment.
- Loren asked what the age groups were.
- Don stated incoming 3rd – 5th and incoming 6th – 8th.
- Kevin stated that registrations are still coming in.
- Camielle asked if the online registrations are available yet.
- Kevin stated that it will be live soon.

- Kevin stated that lifeguard training is beginning this week. He stated that graciously the YMCA has offered to allow some of the training to happen in their indoor pool. He stated that they will be done the day the pool opens, May 29th.
- Kevin stated that the splash pads will be open on the 29th of May.
- Kevin stated that we have hired approximately 70 young people for the summer activities.
- Kevin stated that Brian has been working with the umpires and getting them trained. He stated that the staff is young, but they are doing well.
- Loren asked if they had enough lifeguards.
- Kevin stated that there are 18, but they would prefer 23 or 24.
- Brett asked if they anticipated more traffic at the pool this year.
- Kevin stated that they will be fully open this year. He stated that they will be closed on Mondays and offer free swim days on Wednesdays. He stated that they are limiting private parties because of the limited staff. He stated that lifeguard shortage is not just a local problem, he stated that it is a problem nationwide.

New Business

- Tyson Nielsen asked how he could do a fundraiser for the recreation department. He stated that his team plays in a handful of tournaments each year that provide funding for the parks and recreation departments. He stated that they often go to small towns that don't have nearly what we have.
- Kevin stated that he felt that the planning could begin any time, but felt that the City Manager would have to answer the fundraising part.
- David stated that he felt it could be done.
- Tyson stated that he thought they could recruit ten or fifteen teams and have a small tournament.
- David stated that the Destination Services Coordinator was ready to start recruiting tournaments and could help.
- Tyson complimented the softball fields, he stated that they were better than most of the surrounding fields.
- Kendra asked if she could make a few comments on the survey. She stated that there was 62% in favor of a change in the leagues. She stated that she read the survey and all of the comments as well as attending both public meetings. She stated that most of the reactions were not from people who read the proposal. She stated that she didn't feel that the recreation board had listened to the proposal with an open mind. She stated that the recreation staff is woefully understaffed and we are asking them to do more with less. She stated that if they aren't willing to look at this proposal, the recreation board needs to talk to Kevin about staffing issues and present the City Commission with a proposal requesting more staff.
- Brett stated that it was not the job of the board to present the YMCA proposal.
- Camielle stated that if they were willing to go back to the public with the new proposal, she would consider changing her vote. She felt that a shortened survey would have provided her with more information for an informed vote.
- Tyson stated that he did not disagree that the department was understaffed. He stated that he also agreed that they tried to fix the money issues, but were not interested in going back to the public for more conversation. He didn't feel that he could make a decision without the input of the citizens.

- Loren stated that the question on individual sports stated that people were in favor of the city retaining the recreation programming. He stated that he didn't feel like the Y was trying to work with the city, they were just trying to take over the programming.
- Kendra asked David to tell the board how they could move forward.
- David stated that a conversation would be had about how to better staff the parks and recreation department and include that proposal in the budget being provided to the Commission. He stated that having a conversation about raising taxes is often difficult and there are needs in many departments, but the Commission would have to make that decision.
- Camielle asked Kevin what he needed for a full staff.
- Kevin stated that he couldn't answer that question at this time.

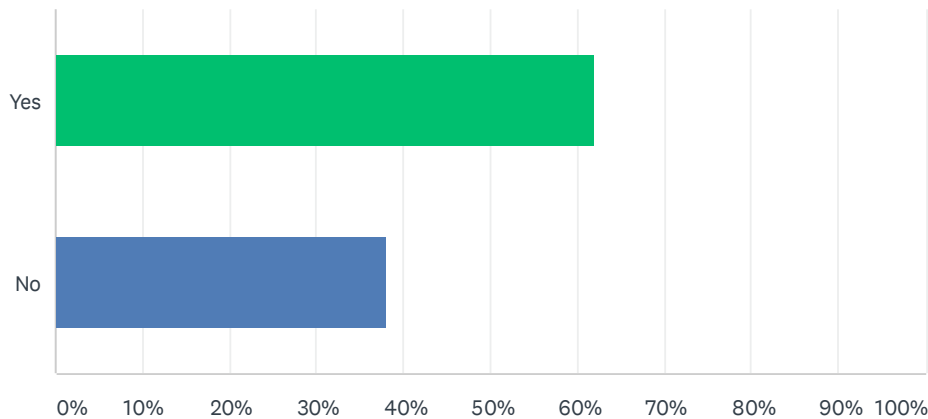
Director's Report

- Kevin stated that on June 23rd, there will be an event called the Forest Park Showcase. It will be a family friendly talent show.
- Kevin stated that the 4th of July event will take place on July 3rd in conjunction with the El Dorado Broncos game.
- Kevin stated that as mentioned before, the online registration system will be available soon. He stated that it is their intention to roll it out for fall events.

Adjourn 7:02 p.m.

Q1 The YMCA’s proposal includes three different leagues based on competitiveness. Leagues offered are classified as Recreational, Intermediate, and Advanced. “Recreation” leagues will practice and play in El Dorado, “Intermediate” leagues will practice in El Dorado and play games in El Dorado and Andover, and “Advanced” leagues will practices in El Dorado and plays all games in Andover and south Wichita. Would you prefer to have the option of three different leagues for youth sports?

Answered: 223 Skipped: 2



ANSWER CHOICES		RESPONSES	
Yes		61.88%	138
No		38.12%	85
TOTAL			223

Q2 The YMCA anticipates increasing participation fees for youth recreation activities. Families will not have to become members of the YMCA in order to participate. Scholarships are available to assist households with registration fees based on income-based criteria established by the YMCA.

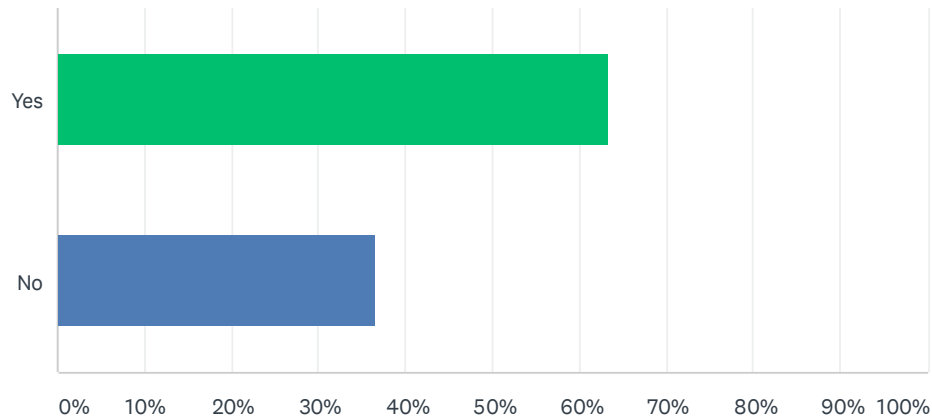
Do you have any concerns with the possibility of increased participation fees? Proposed YMCA Fees: Category Member Non-

Member Micro Sports \$27 \$47 Recreational Sports \$45 \$65

Intermediate Basketball \$45 \$65 Advanced Basketball \$85 \$105

Advanced Soccer \$65 \$85 Current City of El Dorado Recreation resident fees: Soccer \$16 Volleyball \$16 Flag Football \$16 Basketball \$40 T-Ball \$20 Baseball/Softball \$40

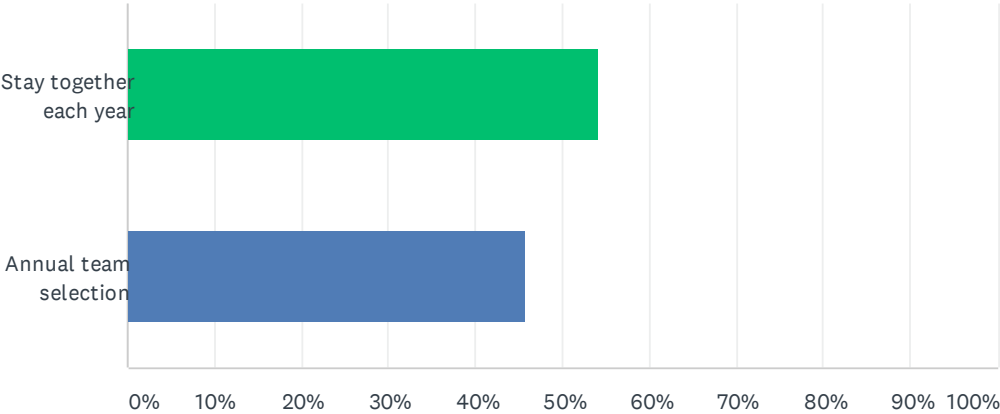
Answered: 224 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	63.39%	142
No	36.61%	82
TOTAL		224

Q3 The YMCA’s proposal will allow teams to stay together from season to season. Do you prefer teams that stay together each year or would you prefer an annual team selection process?

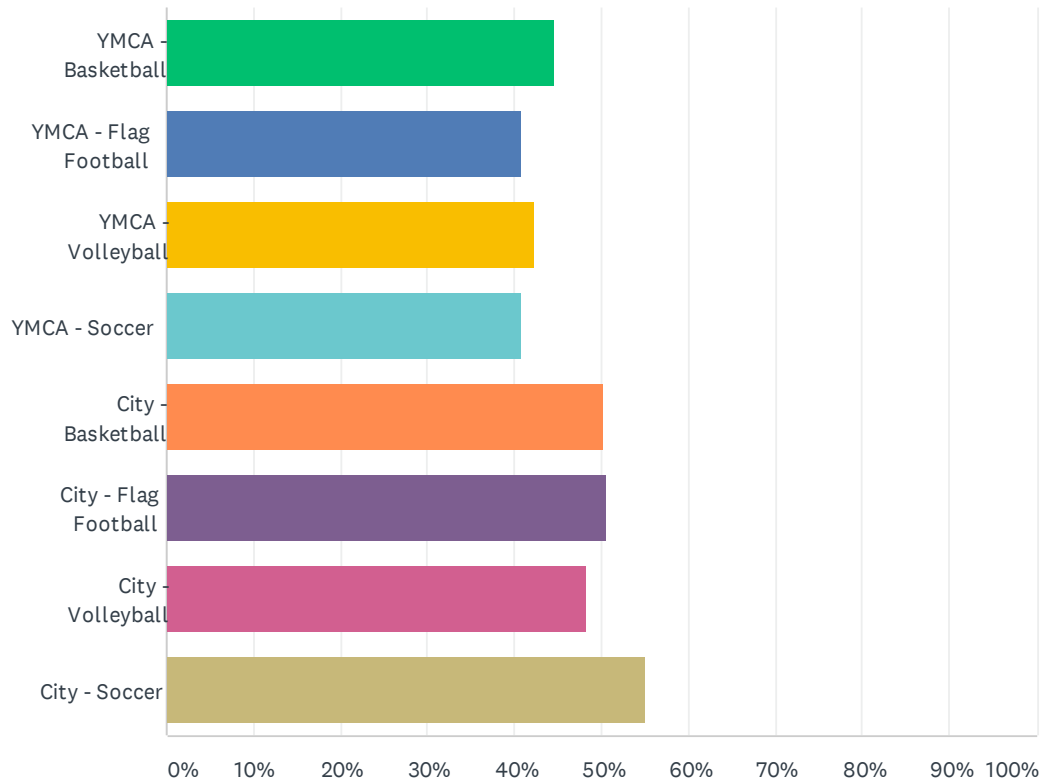
Answered: 220 Skipped: 5



ANSWER CHOICES	RESPONSES	
Stay together each year	54.09%	119
Annual team selection	45.91%	101
TOTAL		220

Q4 The YMCA proposed to assume responsibility for recreation activities for youth sports except for baseball/softball. If given the choice, which entity would you prefer to manage each recreational activity?

Answered: 211 Skipped: 14



ANSWER CHOICES	RESPONSES	
YMCA - Basketball	44.55%	94
YMCA - Flag Football	40.76%	86
YMCA - Volleyball	42.18%	89
YMCA - Soccer	40.76%	86
City - Basketball	50.24%	106
City - Flag Football	50.71%	107
City - Volleyball	48.34%	102
City - Soccer	54.98%	116
Total Respondents: 211		

Q5 What other concerns or comments do you have should the YMCA assume recreation programming for all youth sports except for baseball/softball?

Answered: 113 Skipped: 112

#	RESPONSES	DATE
1	Let it be competitive and maybe pay a little for good coaches to stay around.	5/3/2021 7:14 PM
2	Lack of facilities. Especially basketball. Trying to get on a court at the YMCA for practice is difficult.	5/3/2021 2:38 PM
3	The price difference, and how poor they have ran other sports. Also like the rec does with regards to players and selecting them I think keeping a certain number of kids per sport would be ok.	5/3/2021 2:06 PM
4	Cost	5/3/2021 1:35 PM
5	The prices are pretty high. I have 9 children and they wouldn't all be able to do sports with the Y. It was more affordable when the Rex did it because of discounts that were given.	5/3/2021 8:53 AM
6	My biggest concern is the price jump. Residents of El Dorado pay just \$16 for most sports and then we cover the cost of equipment. The price jump would make it harder for families to enroll their child/children in sports. If you were to do income based, the YMCA goes off of last years tax's and not everyone has the same jobs or pay from the previous tax year. Another concern would be sending out registration forms. My daughter missed registrations this year because the city nor the YMCA sent anything out.	5/3/2021 8:47 AM
7	I have only one question. Why is the YMCA lobbying for this so hard?	5/3/2021 8:04 AM
8	I don't think we should have a facility. Hand over to ymca or programs in that matter to another organization. I believe that the city could adopt other models to get max use out of all the sports as of the new tennis courts so we going to have the ymca run this too cause there isn't a good business model ?	5/3/2021 7:17 AM
9	Keep things the same	5/3/2021 5:36 AM
10	Having the teams be fair and not hand picked like they were when my kids went through them	5/2/2021 11:25 PM
11	Total control, without further consideration of families	5/2/2021 5:24 PM
12	Let the YMCA take a role in the EFABC and get the city out oft	5/2/2021 12:37 PM
13	If rich kids need more competition then they need to go play "club" sports in Wichita. This sort of hostile take over will likely leave the "middle class kids" out of sports during a time when kids need to be off the electronic devices and out in the fresh air. The YMCA already sends a ton of money from the El Dorado branch to Wichita. Let Wichita fend for themselves. Here's a great idea why not have the YMCA take over the city's portion of the EFABC if they want somewhere to dump their money into.	5/2/2021 12:35 PM
14	The YMCA programs we've been part of have been successful and competitive. I don't know that El Dorado can sustain three separate levels but I do think an advanced league could provide a desperately needed higher level of competition.	5/2/2021 11:18 AM
15	They shouldn't.	5/2/2021 10:27 AM
16	no concerns love the idea of y taking over the sports	5/1/2021 7:05 PM
17	No concerns love this idea	5/1/2021 6:57 PM
18	Time with several kids going to different fields.	5/1/2021 11:33 AM
19	The YMCA has hurt sports in El Dorado. We used to compete with other schools at a competitive level. The Y came in handing out participation trophies and not keeping score and	5/1/2021 10:01 AM

YMCA Recreation Proposal Survey

	now our high school sports have suffered	
20	My concern is that the intermediate league doesn't allow for a youth to join the team without having an existing coach	4/30/2021 8:55 PM
21	Those prices for non members are ridiculous. I will take my child to another town to play sports if the ymca takes over and raises their prices.	4/30/2021 8:47 PM
22	Shortened seasons	4/30/2021 8:30 PM
23	Increased prices would prevent a lot of kids being able to play. Especially for those that don't quite qualify for scholarships	4/30/2021 5:18 PM
24	I do not like the YMCA doing basketball. Prefer it through the rec center	4/30/2021 4:59 PM
25	they tried before and they sucked. do different this time	4/30/2021 3:58 PM
26	As someone who has coached many times for both the Y and for the city Rec leagues, including coaching in the advanced league at the Farha Center, I can say that the city provides a far better program. I understand the reasons why the city let the Y run the soccer league here in town, but the way it is being run is not what we want for all sports here. There are kids from way too wide a range of ages being forced to play together, and even with that there are still only four teams so the entire season consists of a total of five games with two of those being against a team you have already played. And for the honor of getting such a poorly run league you get to pay more than the city typically charges also.	4/30/2021 3:57 PM
27	Based on brackets- financially we will never qualify for assistance. That's what being in the middle is- and we cannot afford the upped prices. So, if the Y takes over we will not be able to do any sports for any of our children.	4/30/2021 2:51 PM
28	I like the idea of teams staying together, but I would also like them to be open to new kiddos each season	4/30/2021 2:14 PM
29	I think this partnership between the YMCA and the City Rec league will help us grow our youth sports teams in number and in skill levels.	4/30/2021 10:50 AM
30	The price and travel are the main concerns.	4/30/2021 9:52 AM
31	I have three children in recreational soccer right now at very different levels of skill. If it switches over to the YMCA doing soccer and all three of my children have a game in three different locations, that won't work for me. I already have them playing at the same time on the field, but I wouldn't be able to get them to the correct location if it's all on the same day and same time.	4/30/2021 8:09 AM
32	Communication from the Y is less than desirable. We have always enjoyed when the city did the sports. Better communication, no back and forth with different rules. Things with the Y are "messy".	4/30/2021 2:06 AM
33	Each sport that the Y has lead since they joined has had sub par coaching. Getting 14-17 year old kids to coach is not a good idea, and it makes sports unmanageable for the parents	4/29/2021 10:03 PM
34	You will lose more folks than you would gain.	4/29/2021 9:40 PM
35	The coaches that are very hard on their team members, yelling at them should not be tolerated. This seemed to foster a negative atmosphere for the team. Then before you know it parents are yelling at kids, referees and the game is out of control. It is no longer what it was intended to be which is to help kids improve in a athletic setting. Our daughter played advanced basketball at the Farha centers and this happened at Both facilities. We were glad to leave and enroll her at ElDorado rec center these past 2 seasons. She has learned so much since then.	4/29/2021 9:08 PM
36	None	4/29/2021 7:46 PM
37	The increased fee's for those that may not be able to afford it.	4/29/2021 6:56 PM
38	That when applying for the youth scholarships, that the applications ACTUALLY be looked at and APPLIED if qualified!	4/29/2021 5:43 PM
39	I believe that it is in the best interest of our youth to have the City manage youth sports. City staff does their best to make sure that programs are fair for all. Giving up control to the Metro YMCA is not in the best interest of the citizens of El Dorado and our surrounding communities.	4/29/2021 5:11 PM

YMCA Recreation Proposal Survey

As I have attended Saturday soccer this session I have noticed that the Y rarely, if ever, has supervisory staff on site. City staff is always there. While I appreciate the fitness aspect that the Y brings to our community, I don't believe it's in the best interest of the community to make a change.

40	If you want to jump into a sport how do you get assigned to a team? Playing against stacked teams is not fun for anyone and is super discouraging to a kid who is just starting out. What will our city workers do? I wouldn't want any job loss from this transition. I know there are scholarships but the price seems really high. Where does all that money go?	4/29/2021 4:45 PM
41	I don't like the increase in prices. Lots of families struggle every day for regular stuff. Especially if you are a nonmember.	4/29/2021 4:27 PM
42	It's about time! Our youth doesn't have a competitive option therefore our middle and high school teams are competing at their level either. Time to try something new!	4/29/2021 4:20 PM
43	Very excited to have the YMCA take over!	4/29/2021 4:00 PM
44	It didn't work before. Why would you allow the Y to take over all but baseball/softball. Doesn't make sense. There is no way there will be enough kids in one age group to put into 3 separate groups. Kids leave to go to Wichita because we are not competitive enough here. Going thru the Y will not solve that problem.	4/29/2021 3:26 PM
45	None	4/29/2021 3:25 PM
46	If the Y is going to take over the sports and the prices are going to go up, then I think the "coaches" should be paid coaches from the YMCA. Parents can still be involved but these kids need to learn about the sport as well. We have helped "coach" before just so our kids could play and we know nothing about soccer, if I am going to pay \$45 then I want my child to actually learn the fundamentals and rules of the sport they are playing.	4/29/2021 2:43 PM
47	The organization/communication for sports through the city has always been superior to that of the YMCA.	4/29/2021 2:31 PM
48	We need coaches that know what they are doing so they can actually teach the correct fundamentals and mechanics of the sport. That is the problem with sports in this town. No one seems to know what they are doing when they become a coach.	4/29/2021 2:23 PM
49	The YMCA does not have the best interest of players, coaches, parents, and volunteers in mind.	4/29/2021 2:03 PM
50	None	4/29/2021 2:02 PM
51	They do not do a good job managing the programs they already offer. There swim lesson and gymnastics program need some work.	4/29/2021 2:00 PM
52	Maybe make it the same amount for everybody not everybody can afford a YMCA membership	4/29/2021 1:57 PM
53	Our community needs the progression model the YMCA has to offer. By offering 3 levels of competition, there is a league for everyone! By being able to keep teams together is also an advantage that will help our sports teams as the kids get into MS and HS sports. My vote is to allow the YMCA to run all youth sports mentioned above.	4/29/2021 1:53 PM
54	COST,COST,COST	4/29/2021 1:48 PM
55	Not everyone is a YMCA member, those prices are ridiculous for nonmembers. Some families can not afford that.	4/29/2021 1:46 PM
56	The city does not get enough players to split into different skill levels so the less skilled players will end up playing the same couple teams over and over. Also if current soccer program through YMCA is how they plan on fielding teams I think having 4th grade 10 year old girls playing on same team as 6th grade 12 year old boys, is not fair to the small 10 year old girls on the field. This is happening right now, this soccer season. Also the increase in fees will make several families that make too much for scholarships but still not much to not let their kids play, so there will be even less kids playing. Youth sports should not be pay to play for only the well off.	4/29/2021 1:44 PM
57	Middle class kids left out because of costs. Poor kids get scholarships, rich kids can afford it but middle class families will have to decide if they can afford it.	4/29/2021 10:14 AM

YMCA Recreation Proposal Survey

58	This survey lacks validity because it is too general. For instance, I don't think it matters if kids switch teams every year as youngsters, but as they get older, it would be better if they stayed together. Also, the first question about 3 levels isn't valid because I would like to have the upper 2 choices, but not the first level except for at the younger levels.	4/28/2021 5:57 PM
59	This will allow for better competition therefore making our kids better and be able to make El Dorado sports better in the future. Life don't hand out participation ribbons- have to be able to compete.	4/28/2021 4:47 PM
60	My son has been involved with the Y and has improved tremendously with the clinics and camps they provide that the city rec does not. I encourage the board to move in the direction of having the Y take over these sports programs.	4/28/2021 4:30 PM
61	It's not the quality that the rec is putting out. The problem is these kids are already going to larger leagues so it does not matter who is running the show. Me personally I have been part of the Y programs and have multiple bad experiences. Maybe things have changed. Maybe not. I prefer the rec and maybe if things need to grow find a way to bring those better athletic kids back.	4/28/2021 4:27 PM
62	We are getting farther and farther behind in our development in our sports programs . Now I don't put all the blame on our rec department but we have got to make a more competitive environment and we need to work with our HS coaches and install principals and strategies to our rec coaches so that we are building a solid system to help build success in our USD 490 sports programs. I want to let the rec keep ELD sports programs but some drastic changes need to be made . If we want to keep things the same way than we need to let the YMCA take over so at a minimum they allow ELD kids to have more access to tougher competition. Again this isn't all on the rec it's just as much the fault of the people of ELD that our sports programs have become well below average but we have to make some drastic changes . For the sake of EL Dorado I hope we do !!! Step up and listen to the people and make the changes and get our community coaches involved and let's keep our Rec programs . If we don't want change than Please let the YMCA take over .	4/28/2021 2:37 PM
63	I believe the YMCA proposal would be beneficial for El Dorado and the surrounding areas. Allowing a more diverse offering of competition levels and the ability for teams to develop together brings us more in line with other communities.	4/28/2021 2:12 PM
64	Good for our kids	4/28/2021 2:04 PM
65	We need to get the word out that the YMCA does not turn people away because of the ability to pay. The YMCA also provides equipment for youth who cannot afford it such as specialized shoes, bats, gloves, shin guards, etc. Otherwise, I think the Y has the resources, facilities, and trained staff to handle the sports for the youth in our community.	4/28/2021 8:58 AM
66	Price and team selection.	4/28/2021 8:38 AM
67	staffing concern: if not enough actual coaches, YMCA staff has to take on the responsibility? actual background knowledge of sport by coaches is preferred.	4/28/2021 8:15 AM
68	The sports programs offered for our youth in El Dorado are not where they should be. We play as many sports locally as we can, however, the competitiveness isn't there. There aren't enough youth signing up to have the competitiveness because we have local youth playing sports out of Andover and Wichita. This is ridiculous when we have the capability right here in El Dorado through the YMCA. This decision should be about what's best for our youth and the future of El Dorado and I think it's pretty clear what that decision should be.	4/27/2021 8:07 PM
69	I like the Y system and think it gives kids the most opportunity to be active in sports.	4/27/2021 7:39 PM
70	I have concerns about the Y being able to find coaches. They have not provided many for past rec soccer leagues.	4/27/2021 8:37 AM
71	Keep it like it is now. The soccer is going great! I like the current set up and price.	4/26/2021 1:12 PM
72	Yes	4/26/2021 10:44 AM
73	The increase in fees is a huge deterrent to participating in sports. My son is at the age where we are still trying out different activities to see what he is interested in, and we will be much less likely to participate in a variety of sports with these fees.	4/26/2021 7:55 AM
74	YMCA is ha not done well with what they have now. We should not turn our kids sports to	4/25/2021 10:46 PM

YMCA Recreation Proposal Survey

them. Even their “competitive” leagues are participation leagues

75	This is forcing everyone to either join the YMCA or pay a higher amount for your kids to play recreational sports.	4/25/2021 3:09 PM
76	Fee increases, and commute for other kids. Some kids have a hard enough time getting to sports here, making the game locations in Andover and Wichita would make it even more difficult. Along with sign up numbers lowering.	4/24/2021 12:37 PM
77	I know you guys say you have financial scholarships for one that can't afford it but I have friends that applied for it for there children and got denied. Yes I think the prices for the ymca are ridiculous you want us to pay \$46 for a T-shirt? It's only \$16 for the city. Some families can't afford that. That could be groceries or even a bill. I just want you guys to be considered of the families in this community that can't afford that and make it easier for them to get accepted for your financial scholarships.	4/24/2021 8:25 AM
78	We need to keep this about the kids and their families. Increase availability of different activities while keeping affordability so more kids will get away from the tv. Hiking up the price and making it difficult to apply for financial aid and the embarrassment that may accompany that will turn parents away. Also, make sure kids from each school district have the option to stay together. Most will have more fun and thrive better when they already have a familiar face as a teammate.	4/24/2021 2:35 AM
79	There should not be an increase of fees or additional fees for shirts or jerseys.	4/23/2021 10:13 PM
80	I do not understand why every 3-5 years the YMCA attempts to take over all youth sports in ElDorado. Quit wasting everyone's time! Quit with all the public meetings, forums, and time invested in this. Every time the YMCA attempts to take over, the patrons overwhelmingly don't want the YMCA to do this. Quit with all the nonsense.	4/23/2021 9:37 PM
81	Prices will be too high. Please consider the kids that do not live in el dorado. There are many that live outside the city limits. People that live east towards Rosalia have to travel further if games are played in Andover or Wichita. Kids should be able to play with other kids from their respective school, including schools outside of el dorado.	4/23/2021 9:21 PM
82	The YMCA offers many great benefits, but my experience has been that kids don't learn to be truly competitive...some refer to it as the Y mentality...everyone gets a medal. The price increase would be detrimental to an already struggling program and families.	4/23/2021 9:11 PM
83	League drafts are ridiculous. Kids who go to school together should be allowed to play sports together as they will when they reach upper grades. It's an unreasonable expectation that out of town families travel to El Dorado for practices as well as games.	4/23/2021 9:08 PM
84	Cost is unreasonable. Even with the scholarship, some families will not qualify and will still not be able to justify the significant increase in price. Myself included. My children would then not be able to participate in recreational sports.	4/23/2021 8:55 PM
85	The cost of participation is my main concern. It adds up w multiple kiddos!	4/23/2021 5:19 PM
86	Travel and higher fees for participation. This is a low income town, do they plan on handing out “scholarships” for every single child wanting to participate?	4/23/2021 2:10 PM
87	Why is the YMCA not taking baseball? It would be simpler if they did all of them	4/23/2021 1:49 PM
88	Hire an independent company to do background checks on people who work with children. The city should retain control of the volunteer coaching process.	4/23/2021 1:40 PM
89	The YMCA always understaffs their sports, so the teams are way to big especially the micro teams. A lot of parents already sacrifice time & money to get their kids into activities & upping the price would mean kids wouldn't get to play (most parents won't take the time to fill out extra paperwork for scholarships) The city always does a good job with sports & gets the parents involved with coaching. We will loose that if the YMCA takes over. Don't make us lose El Dorado to a bigger entity!	4/23/2021 1:34 PM
90	Don't mess with anything that is not a problem.	4/23/2021 10:53 AM
91	I would love to see more competitive options for youth sports!	4/23/2021 10:07 AM
92	I have no concerns with the YMCA assuming programming oversight and responsibilities for all youth sports except for baseball/softball. I do have major disagreements with how the El	4/23/2021 9:53 AM

YMCA Recreation Proposal Survey

Dorado Recreation Department and its staff continue to operate their youth sports programs. The offerings and structures they put forth do not serve the best interests of the large majority of youth in the surrounding area, pre-elementary through high school. See each of the comments below to support the YMCA's proposed re-alignment of youth sports programs for the El Dorado Community and the surrounding area. + The proposed re-alignment of youth programs in El Dorado needs to happen. + It is in the best interest of the youth and families surrounding our community. + This has needed to occur for a long time. + The City's Rec Dept Committee Members, Rec Dept Staff and Council Members need to understand the value of this proposal. + It would significantly improve the community's youth sports program offerings, activities, instruction and development and opportunities, and participant experiences. + The YMCA's proposed re-alignment would provide El Dorado Youth with access to different types of programs, competition levels and opportunities that the City's Recreation Department is simply not able to provide and has seemed to be uninterested in addressing (Argo and Wishart specifically). + The City Rec Dept would be in a better position to provide more consistent, development opportunities if they concentrated on baseball and softball for the youth of our community and surrounding area. This would be a huge positive for the youth that participate in baseball or softball. + The Y has substantial financial assistance programs. I am not aware of any child or family that has been turned down for financial assistance requests or material sports equipment needs. I have a long standing history of coaching different teams/sports in different leagues with the YMCA. + The YMCA invests more in the El Dorado community each year than the actual dollars they raise. And the YMCA raises significant funds in El Dorado each year to support their mission and programs. + The City's Rec Dept is aware many youth and families are going outside of El Dorado to access more robust youth sports programs. Why not fully benefit from having those opportunities and resources be available within our own community? + The Rec Dept Staff, possibly its Committee Members, know the reasons why families leave town for youth sports. Yet they continue to not want to change, revise or modernize their long standing, antiquated rec dept rules/protocols for youth sports. + Honestly, the actions of families in the El Dorado Community leaving for more robust youth sports programs speaks louder than words. + This needs to be fully acknowledged in evaluating this proposal along with how unorganized the current state of youth sports is for a community of our size and resources. + Rec League: Nothing Would Change. These events stay in town, just better options and programs. + Intermediate and Advanced: The argument of cost and fees has no merit for these options. So many El Dorado area families already willingly incur the additional expenses for these leagues the Rec does not provide options for. This re-alignment would actually bring intermediate level events to El Dorado. I would reiterate the Y has great financial assistance programs and families/coaches are typically willing to help with transportation. + This would provide a much-needed opportunity to better align the youth sports programs and athletic programs of area schools. It would provide a consistent path for those who desire to participate in competitive, organized athletics in middle school and/or high school. + This information is 100% for improving access to quality sports programs, activities, instruction and development opportunities, and experiences for the youth of El Dorado, the families of the youth, and those in the surrounding area. □ + The support, resources, infrastructure, and overall mission of the Greater Wichita Area YMCA organization is impressive. Why not let our community, its youth and area schools' benefit?

93	You did not mention that you require a YMCA jersey, that increases the cost by \$15, while your child might be able to wear it one year, it is likely that you will have to buy bigger size the following year. I personally prefer the how the City/REC runs it's programs. They do a great job and at a very affordable cost, which allows for more kids to be able to play. The YMCA cost is too much and I fear you will loose out on a lot of kids. If someone want sot play in a more advanced league, Andover is not that far to go to and sign up there.	4/23/2021 9:51 AM
94	I think there should be some hybrid with the selection process allowing kids to stay together while also allowing children to move teams.	4/23/2021 8:50 AM
95	I hate to see any group going to Andover and Wichita. Stay in El Dorado. It's too competitive in Andover and Wichita-It's out of control. Good, quality programs are important. Ask businesses to sponsor teams. Our kids are burned out by the time they get to high school and our numbers are down. If they continue to be on the same team time after time what happens when they get to high school and have to play with other kids? What happens when they have to play with other kids? There is an unhealthy mentality about sports in this town. Can we just teach our kids the fundamentals of the game instead of creating the next high school star team at age 6?!	4/23/2021 5:45 AM
96	Don't really care as long as whoever does it finds coaches and doesn't wait until a week before games to look for one.	4/23/2021 4:45 AM

YMCA Recreation Proposal Survey

97	None. The Y will do a good job and relieve some pressure off the City.	4/22/2021 11:09 PM
98	The selection of athletic ability in El Dorado is very slim due to our population being lower than that of Wichita. If a team is composed of only El Dorado kids in a YMCA league then they will get their butts kicked every game. Is there an opportunity for intermingled city teams? At least for the advanced leagues? This would allow El Dorado kids who play at a higher level the opportunity to advance and be challenged.	4/22/2021 10:50 PM
99	As a former athlete growing up in a similar sized town, the importance and impact of playing sports together with the same group of kids year after year, was extremely beneficial. Now, as a current coach, I want the same opportunities for our children. Being able to build on previous seasons with the same group of kids is not only beneficial for the coaches, but also for the camaraderie within the children. I've experienced coaching on both drafted/recreational only teams within El Dorado and also full team registered in recreational leagues in Andover YMCA. The competition between the two is incomparable. My child, who is a decent athlete, but has similar talent levels within his age group with other kids, became bored playing within the El Dorado recreational sports, and would play down to his competition therefore reverting back to old habits that was coached out of him playing in more competitive leagues. If we want El Dorado to be able to compete with surrounding towns in sports, we need for them to have the same opportunities I and many other people had growing up, and be able to stick/play together against better competition.	4/22/2021 10:28 PM
100	The cost increase is my greatest concern. My family does not qualify for fee reduction but with 3 kids in sports, we would not be able to afford to have the kids participate at the new prices.	4/22/2021 10:12 PM
101	What happens to the kids who may have good skills but do not have the means or support to travel? What happens to the recreational league if you take the best, most skilled players out? How do they decide who gets to play in the Intmed. & Advanced Leagues? The Ys pricing structure does not fit the needs of our families in this community i.e. 60% free/reduced lunches. We think current Rec staff do a very fine job now. Why upset the cart? Who do these changes really benefit the most — the privileged & well-connected or the poor?	4/22/2021 9:56 PM
102	Youth rec sports are better served by being run through the city via parent volunteers. The cost increases proposed by the Y appear to be price gouging (join the Y or pay. a higher price to play sorts) and make participation cost prohibitive for many families including those with multiple children. Where does this money go? Will coaches continue to be parent volunteers or hired and paid through the Y? How will the system work with neighboring communities who have competed with El Dorado Rec in various sports? Who determines what "level" a child's is competing at and the quality of coaching f they receive?	4/22/2021 9:45 PM
103	All the local sales for uniforms and equipment would likely leave our town and be funneled through Wichita businesses.	4/22/2021 9:34 PM
104	N/a	4/22/2021 8:57 PM
105	None. Thank you for your time in considering this merger/ transition. Our kids need a change.	4/22/2021 8:51 PM
106	The local control will be lost. El Dorado will fall under the cookie cutter Y programming. It also seems to further the gap between the haves and the have nots. Yes, you've mentioned scholarships, but what about the gas money it would take for some families to take their kids to Wichita to participate. I don't trust that they will actually do what they say. After all, the Y is always about the bottom dollar despite the fact they say they're not for profit.	4/22/2021 8:33 PM
107	I do not want it to happen	4/22/2021 8:16 PM
108	I think the price hike is way too much for many parents. I know several that have had trouble paying up to now. Maybe the increase could be less making sure scholarships are EASILY applied for and not real complicated guidelines	4/22/2021 8:14 PM
109	If the Y takes over sports, that will eventually mean layoffs and most likely the collapse of the rec department as a whole. Why does the Y want to get rid of the rec SO badly?	4/22/2021 8:12 PM
110	I have no other concerns at this time.	4/22/2021 8:12 PM
111	The YMCA wont dedicate enough space for practices. The City has such a small town pride feel and doing sports with a corporate company will change that. My children and I love the staff and the coaches. We love playing for the city!	4/22/2021 8:11 PM

YMCA Recreation Proposal Survey

112	I think the Y assuming the youth sports programming would be the best option for our children and their growth. I appreciate all the hard work that was put into this proposal and hope that the city and the Y will work together to promote a better sports program for our youth.	4/22/2021 8:10 PM
113	The price. More travel. The ymca having Less coaches.	4/22/2021 8:09 PM

Facebook comments

Kyle McLaren

I did the survey and I appreciate asking for input, but the survey lacks validity.

Josh Marrs

We tried going through the ymca for several sports tee ball gymnastics dance and swimming. All were very poor run and my child didn't learn much

Jack Basgall

As long as they leave baseball alone

Shawn Dean

I don't think eldorado knows what little league tournament are and missing the boat on making money !

LeAna Mitchell

I hope the complete survey results are available to the City.

Sarah Hinde Grunder

Would love to see a 6th grade flag football option.

Michell Ray

This is absolutely outrageously priced for recreational league! You might as well sign your child up for club ball and get better coaches for all kids and more time/effort put into practices for these kinds of prices! Plus having to drive to west Wichita for every single game for Rec league? No. I'd rather pay that kind of money or more for club and get more out of it.

Jackson Mitchell

totally agreed

Mary Olin

In a community where the free and reduced lunch rate is over 70% at most of the schools... the cost seems unreasonable.

Jackson Mitchell

For those prices you can have better coaches, better facilities, better competition playing club level. IMO

Crystyl Hopkins

Why not let the YMCA do all sports since they already are doing most of them? I guess I'm confused as to why the Rec would keep baseball only...

Tiffany Dunn

I like how the city limited protected players. I just don't understand why even consider this? The city running it was going just fine!

Katherine Johnson-

City of El Dorado Parks & Recreation

how do we vote no? The prices are the reason we do not wish to do a sole YMCA program.

TO: City Commission
FROM: Scott Rickard
SUBJ: Bid Approval for Project 588 12" Waterline Replacement - Boyer Rd
DATE: June 1st, 2021

Background:

Bids were received for the replacement of a 12" ductile waterline on Boyer Rd. from Third Ave. south 510'. The existing waterline is in poor condition and has been subject to 5 repairs over the last 5 years. We are proposing to replace the existing ductile iron pipe with a 12" high density poly ethylene pipe.

Project Schedule:

The contractor would begin work on the replacement of this line in the summer of 2021.

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.*

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

Attachments:

Bid and Site Drawing

Policy Issue:

The City Commission reviews and accepts the bid.

Alternatives:

N/A

Fiscal Impact:

This project will be funded through the water fund. The bid price for the work submitted by Nowak is \$49,720.00

Trade-offs:

N/A

Staff Recommendation:

Accept the bid and proceed with the requested improvements.

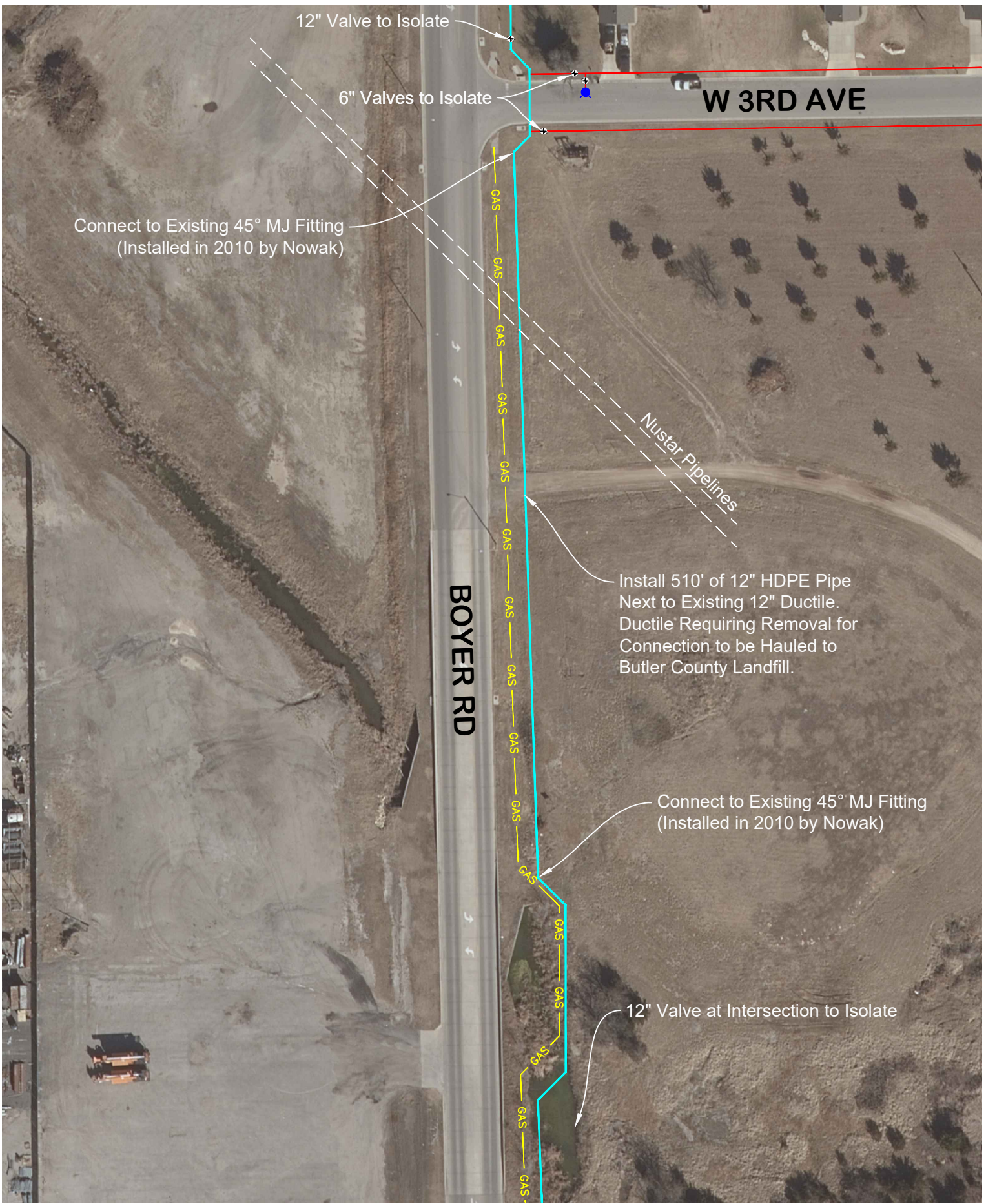
Commission Actions:

Commissioner _____ moved that since Nowak has submitted the lowest and best bid of \$49,720.00 for project no. 588, the City Manager be directed to award the bid to said contractor providing that the company furnish the proper bonds.

Commissioner _____ seconded the motion.

Return to Agenda

Next Agenda Item



12" Valve to Isolate

6" Valves to Isolate

W 3RD AVE

Connect to Existing 45° MJ Fitting
(Installed in 2010 by Nowak)

BOYER RD

Nustar Pipelines

Install 510' of 12" HDPE Pipe
Next to Existing 12" Ductile.
Ductile Requiring Removal for
Connection to be Hauled to
Butler County Landfill.

Connect to Existing 45° MJ Fitting
(Installed in 2010 by Nowak)

12" Valve at Intersection to Isolate

Nowak Construction

PO Box 218
200 South Goddard Rd
Goddard, KS 67052

Phone: (316) 794-8898
Fax: (316) 794-2243

To: El Dorado, KS - Engineering Department	Contact: Josh Potter
Address: 220 E. First El Dorado, KS 67042	Phone: 316-321-9100 ext. 157
Project Name: Boyer Rd., El Dorado, KS - 12" Water Replace	Fax:
Project Location: Boyer Road And West 3rd Ave., Eldorado, KS	Bid Number: 1
Addendum #: 0	Bid Date: 5/7/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$2,100.00	\$2,100.00
2	Site Clearing	1.00	LS	\$1,600.00	\$1,600.00
3	12" HDPE (Tracer Wire, Test Sta., Chlorine, Fill Sand Backfill, Fittings As Needed)	510.00	LF	\$72.00	\$36,720.00
4	Connection To Existing 45 Bends	2.00	EACH	\$1,700.00	\$3,400.00
5	Pressure Test And Chlorine Test	1.00	LS	\$1,800.00	\$1,800.00
6	Site Cleanup And Restoration	1.00	LS	\$4,100.00	\$4,100.00

Total Bid Price: \$49,720.00

Notes:

- **Qualifications**
- Addendum 0
- Bond and Insurance included if needed.
- No Sales Tax - Will need Tax Exemption Certificate
- No Seed or Sod
- No Staking - You will need to help us layout
- No Inspection
- No Special pipeline crossing cost included (Insurance, Materials etc.)
- No Permits Included

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Nowak Construction Authorized Signature: _____ Estimator: Alan Blough (316) 794-8898 alan@nowakconstruction.com
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TO: City Commission
FROM: Tabitha Sharp, City Clerk
SUBJ: Budget Process Presentation
DATE: June 2, 2021

Background:

The State of Kansas has changed the budget process for local governments effective for the 2022 budget calendar. Local Governments must now take into consideration the Revenue Neutral Rate (RNR) and whether or not they are willing to exceed it. City Manager David Dillner will provide a presentation on the new budget process.

Project Schedule:

June 15th – Assessed property valuations from County Clerk

July 20th – Last day to notify the County Clerk of intent to levy above the RNR

August 20th – September 20th – RNR public hearing prior to or in conjunction with budget hearing (must be published at least 10 days prior to hearing date)

August 20th – October 1st – Governing body formally adopts budget and certifies to County Clerk

Strategic Plan:

Fiscal Stewardship

1. Develop a balanced budget that maintains funding levels without requiring an increase to the mill levy.
2. Forecast the financial condition of the City over a five-year period to provide service delivery at acceptable levels while anticipating upcoming changes to finances.
3. Develop a debt management plan that allows for the prudent issuance of municipal debt to meet the infrastructure needs of the community without requiring the need for an increase to the mill levy.
4. 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.

Attachments:

None

Policy Issue:

The City Commission is responsible for the adoption of the budget each year.

Fiscal Impact:

The City Manager will explain the fiscal impacts in relation to maintaining or exceeding the RNR.