EL DORADO CITY COMMISSION - WORK SESSION AGENDA
CITY HALL – 220 E. FIRST AVENUE
January 10, 2024 - 5:00 PM

Work Session Discussion Items:

a. Joint Meeting with the Excess Sales Tax Advisory Committee
b. Emergency Cold-Weather Shelter Memorandum of Understanding
c. Resolution Supporting Medicaid Expansion
d. Advisory Board Appointments

Regular Agenda Preview:

a. Items to be Placed on the Consent Agenda
    i. Meeting Minutes
b. Items to be Placed on the Regular Agenda
    i. Plat KB Farms
    ii. Request to Rezone 1358/1360 SW Hwy 77 from A-R Agricultural Residential District to R-S Residential Suburban District
c. Items to be Placed on the Land Bank Consent Agenda
d. Executive Session

Reports:

a. City Commission Reports
b. City Manager Report

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Emergency Cold-Weather Shelter Memorandum of Understanding
DATE: January 10, 2024

Background:
The Butler Homeless Initiative (BHI) has approached the City on several occasions seeking approval to operate a permanent shelter to serve the homeless population in the community. Thus far, these efforts have not been successful as BHI's request for rezoning and a special use permit have been denied. With winter weather moving through the area, it is advisable to develop a partnership that will allow for a temporary solution to accommodate vulnerable residents during severe winter weather events.

The proposed Memorandum of Understanding would grant the First Church of the Nazarene, through the Butler Homeless Initiative acting as its agent, to operate an emergency cold-weather shelter. The agreement provides specific terms and conditions for the operation of the shelter, including specific temperature thresholds that must be met for overnight stays. The agreement expires at a date specified by the governing body and defined within the agreement. The agreement does not provide any assurance of a permanent shelter. BHI will have to go through the rezoning and special use processes to get approval for a permanent shelter if that is the organization's desire.

Attachments:
1. Emergency Cold-Weather Shelter MOU
2. BHI Management Plan - Winter 2024

Policy Issue:
Should the City enter into a Memorandum of Understanding with the First Church of the Nazarene to provide an emergency cold-weather shelter for vulnerable populations during winter weather events? The City does not have a specific strategic goal or objective that aligns with this proposal. As a municipal government, the City is responsible for the protection of the health, safety, and welfare of its citizens. Many services provided by the City are focused on these objectives. One example includes providing tornado shelters to protect citizens without basements or adequate shelter during severe weather. The City will facilitate the means of protecting a vulnerable population of the community from an increased risk during cold weather by partnering with the First Church of the Nazarene and the Butler Homeless Initiative to provide an emergency cold-weather shelter.

Fiscal Impact:
There is no fiscal impact to the City. The proposal does not require the City to allocate any public funds to the shelter's operation.

Trade-offs:
Failure to authorize an emergency cold-weather shelter will create a situation where vulnerable residents of the community will not have adequate shelter during winter weather events. Winter weather can be life-threatening if people do not have the means, such as shelter, to protect themselves. Individuals with prolonged exposure to the elements during cold weather can sustain severe injury from hypothermia and frostbite. Individuals also have the potential for life-threatening risks if the temperature and wind chill decreases below certain thresholds.

Staff Recommendation:

The City Manager recommends approval of the proposed Memorandum of Understanding providing temporary shelter to vulnerable citizens during cold-weather events as specified in the agreement.

Commission Action:

Commissioner _____ moved to approve a Memorandum of Understanding with the First Church of the Nazarene, with the Butler Homeless Initiative acting as agent, for the operation of an emergency cold-weather shelter.

Commissioner _____ seconded the motion.

EL DORADO
KANSAS

MEMORANDUM OF UNDERSTANDING

This Agreement is made this ____ day of January 2024, ("Effective Date") entered into by and between the City of El Dorado, Kansas, ("City") and the First Church of the Nazarene ("Owner"), operating through the Butler Homeless Initiative ("Agent"), for operating an Emergency Cold-Weather Shelter ("Shelter") in El Dorado, Kansas.

WHEREAS, the City of El Dorado, Kansas ("City"), acknowledges the need for an emergency cold-weather shelter to provide accommodations to vulnerable populations during periods of inclement winter weather.

WHEREAS, the purpose of a government is to protect and preserve the health, safety, and welfare of the community and its citizens, and that providing for shelter during temporary periods of inclement weather may be considered an important function of government.

WHEREAS, the City understands that the Butler Homeless Initiative is actively seeking a permanent shelter location to serve the community's homeless population.

WHEREAS, the Butler Homeless Initiative has worked with the First Church of the Nazarene to provide shelter for vulnerable populations within El Dorado over the last several years.

WHEREAS, this Memorandum of Understanding ("Agreement") is not a permanent license by the City to operate a shelter, and the Butler Homeless Initiative acknowledges the need to pursue a permanent shelter in compliance with the City's zoning regulations.

NOW, THEREFORE, BE IT RESOLVED, that the City authorizes the First Church of the Nazarene, operating through its agent, the Butler Homeless Initiative, to operate an emergency cold weather shelter under the terms and conditions of this Agreement.

I. **Purpose.** This Agreement outlines the terms and responsibilities of both parties to establish and operate an emergency cold-weather shelter to provide temporary refuge for individuals facing extreme cold conditions.

II. **Shelter Location.** The Owner agrees to allow its Agent, the Butler Homeless Initiative, to operate an emergency cold-weather shelter on its premises located at 202 N. Taylor Street in El Dorado, Kansas. The Agent will operate the Shelter based on the criteria established in this Agreement and agrees to utilize the designated shelter location in compliance with all applicable state and local regulations.

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III. **Duration.** This Agreement will be in effect beginning January 4, 2024, until April 1, 2024, subject to review and renewal by both parties. Nothing in this Agreement shall be construed to authorize the Owner or Agent to operate an emergency cold-weather shelter beyond the duration defined in this section without the express written consent of the City.

IV. **Activation and Deactivation.** The City will authorize the activation and deactivation of a cold-weather shelter based on predefined temperature thresholds and weather conditions described in this Agreement.

V. **Shelter Operations Requirements.** The Agent agrees to operate the Shelter in compliance with the following criteria.

a. Temperature Threshold: The Agent may activate the Shelter for overnight stays when the temperature, including wind chill, is anticipated to fall below 32 degrees Fahrenheit within the next 24 hours and remain below this temperature threshold, and there exists a potential health risk associated with cold exposure. The Shelter will discontinue overnight when the temperature exceeds these requirements.

b. Capacity: The City authorizes the Agent to serve a maximum of ten individuals at any given time while adhering to safety regulations and providing adequate space.

c. Staffing: The Agent will ensure that the Shelter is operated with a minimum of two trained staff or volunteers available to manage the shelter during all hours of operation, provide assistance to occupants, and address any emergencies at all times during its operations.

d. Adequate Facilities: The Agent will ensure the shelter has proper heating, ventilation, and insulation. Access to restrooms, drinking water, clean bedding, and other basic amenities will also be provided.

e. Operations Plan: The Agent shall provide an Operations Plan to the City before opening the Shelter. At a minimum, the Plan should address rules, procedures, and emergency protocols. All volunteers shall be trained on the rules, procedures, and emergency protocols contained in the Plan. This Plan shall be attached and made part of this Agreement.

f. Security Measures: The Agent agrees to implement security protocols to ensure the safety of both shelter occupants and staff. This may include proper lighting (including emergency lighting should there be a power failure), security personnel, and screening for potential risks.

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g. Collaboration with Local Agencies: The Agent agrees to coordinate with local authorities, emergency services, and community organizations to enhance support services and resources available at the Shelter.

h. Communication Plan: The Agent will establish a clear communication strategy to inform the public, local agencies, and potential shelter occupants about the activation and location of the cold-weather shelter. Regular communication channels will be maintained to ensure effective coordination during shelter operations.

i. Special Considerations: The Agent will consider the needs of vulnerable populations, such as individuals with disabilities, the elderly, or families with young children.

j. Exit Plan: The Agent will develop a plan for closing the shelter, ensuring occupants have a safe transition to alternative accommodations or transportation.

VI. **Staffing.** The Agent will provide trained staff or volunteers for shelter operations, including security, registration, and assistance to occupants.

VII. **Supplies and Amenities.** The Agent will be responsible for ensuring the availability of necessary supplies, including bedding, hygiene products, and other essentials.

VIII. **Reporting and Evaluation.** The Agent agrees to provide regular reports on shelter operations, including occupancy rates, issues encountered, and any additional support required. The City will conduct periodic evaluations of shelter operations to identify areas for improvement and address any challenges.

IX. **Agreement Not An Alternate to Zoning Approval.** The Agent acknowledges that it must obtain the necessary zoning approvals required to operate a permanent shelter location. This Agreement does not authorize the Agent to operate a permanent shelter at the defined location or any other location after the Agreement's effective date expires.

X. **State/Federal Law.** Nothing in this agreement shall supersede inspections or orders from State or Federal agencies, e.g. State Fire Marshal's Office.

XI. **Indemnification.** The Owner and Agent shall indemnify and save harmless the City and all its officers, agents, and employees, from all claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligence, act, or fault of the Owner or Agent, or any agent, employee, or volunteer, in the execution or performance of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement in El Dorado, Butler County, Kansas, the day and year first above written.

CITY OF EL DORADO, KANSAS

_____
City Manager

FIRST CHURCH OF THE NAZARENE

_____
Pastor or Executive Officer

BUTLER HOMELESS INITIATIVE

_____
Board President

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Request

Butler Homeless Initiative (BHI) is requesting to operate a temporary cold weather emergency shelter in the former Sunday School rooms of the First Church of the Nazarene located at 202 North Taylor. This request is for the time period from January 10, 2024 through March 31, 2024. BHI utilized this facility for a cold weather emergency shelter from 2017 until 2022. There is adequate space to sleep up to 10 homeless people per night. Some of these rooms still serve as the headquarters of BHI for case management and other dedicated services for homeless people in Butler County.

Background

BHI was incorporated as a faith-based 501(c)3 not-for-profit tax entity in 2008. The vision is to end homelessness in Butler County. BHI's Board of Directors consists of community members from several professions all of whom are actively involved.

In 2016, BHI was invited by the First Church of the Nazarene, located at 202 North Taylor, to office and provide services from their church building. This location was approved by El Dorado's fire marshal, engineering department and city manager to provide overnight shelter during the cold weather months, in addition to food, toiletries and replacement clothing. These operations were successful in providing basic services as well as assisting people with employment and housing applications; encouraging addiction treatment; recommending mental health care; and finding referrals to agencies or organizations that can meet individual's specific needs.

Results of Covid19

Due to the Covid19 pandemic, the District Superintendent of the First Church of the Nazarene chose to suspend gatherings inside the building, therefore, BHI closed overnight sheltering. Kansas Housing Resources Corporation (KHRC) provided HUD funding for motel rooms from July 2020 until June 30, 2023 in order to protect homeless people from disease.

In July 2020, the BHI staff opened day services, a one-stop shop for anyone experiencing homelessness. BHI staff then developed the Personal Success Plan (PSP) to assist, encourage and compel guests to move past their homelessness. BHI does not re-create programs that are already available through other agencies or organizations, but refers guests to those existing programs, most of which, are located in El Dorado. This demonstrated that overnight sleeping accommodations, coupled with day services, are by far the most effective combination in helping people off of the streets. When

combined with PSP services, the temporary accommodations BHI seeks to provide are transitional in nature and a bridge between homelessness and permanent housing.

Service Structure Utilizing the (PSP)

A staff member helps each guest analyze their situation. It is jointly determined what course of action the guest needs to take. Sometimes it is realizing that they need to find a second job. Other times, the action involves attending an addiction treatment program. The lack of mental health care may have resulted in their homelessness. Each PSP requires the guest to actively participate and follow a strict timeline which is designed based on the issues to be faced. This timeline will vary from guest to guest. Each guest's progress is reported weekly to the staff. Listed below are examples of tasks on a PSP:

- Apply for lost Birth Certificates, SS Card or State Identification
- Construct a list of previous work history and experience with dates
- Build a resume with help from Kansas Workforce Center or Shelter Staff
- Apply for SNAP (food assistance)
- Apply for employment
- Complete application for housing assistance
- Schedule and appear at appointments
- Seek addiction treatment
- Seek mental health care

In addition to the above, BHI provides the following for homeless people in this community:

- Toiletries, grocery items, and replacement clothing
- Space and electricity to charge cellphones
- Laundry facility and detergent for use once per week
- Shower vouchers twice weekly courtesy of the local YMCA
- Monthly haircuts by local stylist
- Information on local assistance programs available at churches and other organizations offering free food and clothing
- Assistance with resumes & job applications including referrals to employment agencies
- Assistance with housing applications and referrals to Mid-KS CAP
- Referrals to Mid-KS CAP for vision and dental care and scheduling appointments with providers

- Public transportation information and free bus tickets when necessary
- Applications for SNAP (food assistance)
- Bus tickets out of town for those who are stranded and wish to travel on

Those Served

The public often assumes that homeless people are all chronic alcoholics or drug addicts. The reality is very much more complicated. In addition to intact and single parent families, BHI has served people with following conditions and situations:

- Blind
- Transgender
- Severe hearing impairment
- Developmental disability
- Neurological disability
- Severe mental illness
- Autism
- Cancer
- Veteran status
- Pets (often not accepted in motels or apartments)

The following are the numbers of unduplicated individuals served by BHI since the pandemic ended:

Year	Total Served	Men	Women	Children
2020	100	71	29	
2021	195	91	73	31
2022	228	101	98	29
2023	309	141	112	56

(2023 figures are through 11/1/23)

Future Plans

BHI will continue to search for a building to purchase or lease that is within the perimeters of the zoning and permitting required by the City of El Dorado to operate a transitional housing facility for serving the needs of the unhoused in Butler County.

Policies & Procedures

The BHI Policy and Procedure Manual sets forth the organizational structure of services BHI provides.

- No one is discriminated against for any reason.

- Registered sex offenders are not allowed on property.
- Anyone with a recent history of violent offenses is not allowed on property.
- Everyone is screened with a metal detector upon entry to building.
- Weapons, alcohol and drugs are prohibited.
- Those suffering a mental health crisis are not allowed into the building.
- Anyone under the influence of drugs or alcohol is not permitted entry.
- All guests sign in with first and last name and birth date.
- Prescribed medications are given to staff, labeled, and locked up. Staff will unlock for use, log use, and lock the medication up again.
- Guests are assigned a locker for storage of their personal items while in the Shelter.
- Tobacco products, lighters, extra clothing, backpacks, etc. are stored in locker.
- Sexual activity and public displays of affection are not allowed in the Shelter.
- Each guest is assigned a chore before bedtime.
- Clothing is changed only in the bathroom. One person in each bathroom at a time.
- All personal items are removed from assigned lockers when a guest exits.
- No loitering is permitted on property.
- Smoking is not permitted on property.
- Disruptive behavior is not tolerated and will result in suspension, or ban of overnight stay.

Volunteer Training

All volunteers are trained by staff. Any new volunteer will shadow a seasoned volunteer before working independently.

Volunteer training includes:

- How to thoroughly search guests for weapons and drugs.
- Types of personal items to be locked up for guests.
- CPR training.
- AED training.
- When and how to use Narcan.
- How to determine if a person is drunk or high.
- Importance of maintaining a guest's confidentiality.
- Requirement to disclose to law enforcement, upon their request, who is present in the facility.

Staff Duties

The Shelter Manager has years of experience and knowledge assisting homeless people in this community. The Assistant Shelter Manager is trained by the Shelter Manager to carry out duties directed by the Shelter Manager. The following are some of the Shelter Manager's duties:

- Makes management decisions including closure of Shelter.
- Collects and compiles data.
- Recruits and trains volunteers.
- Supervises the Shelter operations, volunteers and assistant shelter manager
- Guest intakes.
- Interviews guests and assists them in drafting their PSP.
- Oversees guests PSP timeline and accomplishments.
- Oversees operation of Shelter, meals and volunteers.
- Resolves conflict.
- Communicates with Shelter staff, board and volunteers as needed.
- Makes sure guests are following rules.
- Directs corrective action when needed.
- Makes decisions on removal of guests due to their behavior (i.e.: disrespect of staff; threatening or non-cooperative behavior).

The Shelter Manager works as a team member with the Assistant Shelter Manager and Executive Director. These staff members conference situations in the Shelter and with guests multiple times daily.

The President of the BHI Board oversees all Shelter operations and is the final decision maker, when necessary. The staff members meet with the President weekly to discuss problems, review plans for guests, and to do future planning. A Trustee of the Board also attends these staff meetings. The Board is kept informed of Shelter activities by e-mail or phone calls between scheduled Board meetings.

Funding

BHI is funded with Emergency Solutions Grants from HUD. The HUD Funds are distributed by Kansas Housing Resources Corporation. Financial support also comes from local grants such as United Way of El Dorado, El Dorado Charities Auxiliary, and El Dorado Community Foundation. BHI relies heavily on fundraising events supported by the community and donations by generous community members.

Respectfully submitted,
Debbie Hill, Executive Director
admin@butlerhi.org
January 9, 2024

202 North Taylor P.O. Box 447 El Dorado, KS 67042 316-323-4122
admin@butlerhi.org

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Resolution Supporting Medicaid Expansion
DATE: January 10, 2024

Background:
Caroline Sharp from Governor Kelly's office contacted the City requesting consideration for a resolution or proclamation in support of Medicaid expansion. Several cities in Kansas have adopted resolutions or proclamations in support of Medicaid expansion. According to Ms. Sharp, El Dorado would benefit from Medicaid expansion in the following ways:

- $8,836,308 in annual healthcare spending throughout Butler County;
- $10,982,098 in new hospital revenue over the next decade;
- 342 new jobs would be created in Butler County;
- 1,027 Kansans would become eligible for health insurance, making it more likely that they would get the mental and physical health care they need to join the workforce, care for their families, and be productive citizens; and
- Susan B. Allen Memorial Hospital would be better supported, meaning that El Dorado wouldn't necessarily need to send local tax dollars to the hospital and could instead use them elsewhere.

Attachments:
1. (Example) Resolution Declaring City of Russell KS Support Medicaid Expansion in the State of Kansas

Policy Issue:
Should the City Commission support the Governor's efforts to expand Medicaid to benefit the citizens of El Dorado? The City does not have a specific strategic goal that aligns with this request. It also has no anticipated impact on the services provided by the City. The City Commission may exercise its discretion in supporting this request, especially given the political nature of this issue.

Fiscal Impact:
NA

Trade-offs:
NA

Staff Recommendation:
NA

Commission Action:
The City Commission will need to provide direction to the City Manager if it desires to support the request from the Governor's office so that a resolution may be drafted for consideration at the next regular meeting. An example of a resolution from the City of Russell has been included with this staff report for the City Commission's review.

RESOLUTION NO. 02-24

A RESOLUTION DECLARING THE CITY OF RUSSELL, KANSAS, SUPPORT OF MEDICAID EXPANSION IN THE STATE OF KANSAS

WHEREAS, the United States Supreme Court rules the expansion of Medicaid, known as KanCare in the State of Kansas, is optional for states under the Affordable Care Act; and

WHEREAS, KanCare expansion would provide health care coverage for an estimated 167 Russell County residents, significantly reducing the number of uninsured individuals in the State, the County, and the City; and

WHEREAS, KanCare expansion would result in $1,436,868 in annual healthcare spending in Russell; and

WHEREAS, KanCare expansion would create $2,704,880 in new hospital revenue in Russell over the next decade; and

WHEREAS, KanCare expansion would create 56 new jobs in Russell; and

WHEREAS, Russell Regional Hospital forgoes $ 364,410 in revenue each year as a result of the KanCare expansion being delayed; and

WHEREAS, insured individuals are more likely to get the mental and physical health care they need to join the workforce, care for their families, and be productive citizens and

WHEREAS, under federal law, states pay ten percent of the cost of covering the expansion while the federal government pays ninety percent of the cost; and

WHEREAS, the cost of the expansion would be further offset by savings in the provision of mental health services and medical services delivered in the criminal justice system; and

WHEREAS, all states surrounding Kansas have implemented expansion, putting Kansas at an economic, workforce, and humanitarian disadvantage.

NOW, THEREFORE, BE IT RESOLVED: The Governing Body of the City of Russell, Kansas, declares its support of KanCare expansion in the State of Kansas.

PASSED AND ADOPTED by the Governing Body of the City of Russell, Kansas this 2nd day of January 2024.

Jim A. Cross, Mayor

ATTEST:

Ashley Mai, City Clerk

CITY OF RUSSELL, RUSSELL COUNTY STATE OF KANSAS

TO: City Commission
FROM: Emerald Ashlock, Executive Assistant
SUBJ: Advisory Board Appointments
DATE: January 10, 2024

Background:
The following attached item shows the applications that have been received for the available advisory board position.

Attachments:
1. Advisory Board Appointments on 2024

Policy Issue:
The City Commission should choose who best fits the purpose of each board/committee. By doing this they can ensure an active and productive board who will help staff implement ideas and/ or projects.

Fiscal Impact:
Each advisory board has the ability to influence decisions regarding the budget; the Commission must ensure that they choose individuals who will be responsible bard members who will consider the ramifications of their recommendations on the citizens.

Trade-offs:

Staff Recommendation:
Review the applications and choose the best candidate for each board position.

Commission Action:
Commissioner _____ moved to accept the advisory board appointments as presented

Commissioner _____ seconded the motion.

2024 Advisory Board Appointment Discussions

Advisory Board	Number of Seats	Term	Notes/Possible Appointments
BOA Code Review	3	Follows Commission Term (Mayor, Comm. Scribner, and Comm. Wilkinson)	Expired appointments include Britt Moore and Dave Stewart
BOZA	3	3 Years	Expired terms include Shane Krause and Eddie Dean Jr.
EFABC	2	Follows Commission Term	Bill Young Kendra Wilkinson
Excess Sales Tax	1	1 Year	Scribner - Ashlie Jack
Experience El Dorado	3	2 Years	Stephanie Deen (renewal) Phil Benedict (Renewal) Lawrence Fischetti (renewal) Leon Leachman Ex-Officio
El Dorado Inc.	3	Follows Commission Term (Tetrick, Scribner and Wilkinson)	Jordan Buxton – Tetrick Appt? Kelly Tetrick – Previous Seat 2 Appt Kim Smith – Previous Wilkinson Appt.
El Dorado Main Street	1	Follows Commission Term	Commissioner Wilkinson
K254	1	Follows Commission Term	Commissioner Scribner
Library	2	4 Years	Nancy Wagner - Renewal
Parks and Recreation Board	4	2 Years	Debbra LaForge (renewal) Tyson Neilson (renewal) Leon Leachman Ex-Officio
Planning Commission	1	3 Years	Outside City Representative
REAP	2	Follows Commission Term	Commissioner Scribner, Mayor Bill Young