



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

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

Proclamations and Recognition

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

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

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

- 5.** City Commission Work Session Minutes from June 11, 2025, and City Commission Meeting Minutes from June 16, 2025
- 6.** Appointment of Steve LaRue to the Board of Code Review
- 7.** Approval of a Grant Extension for a Community Development Block Grant at 142 N. Main Street.

Old Business

New Business

- 8.** Consideration of a Resolution Approving a Wholesale Water Contract Between the City of El Dorado, Kansas, a Municipal Corporation, and Butler Rural Water District 7.
- 9.** Consideration of a Grant Agreement with the Kansas Housing Resources Corporation concerning a Moderate Income Housing Project at 124 S. Main Street.
- 10.** Consideration of an Agreement with JEO Consulting Group, Inc. for the Safe Streets and Roads for All (SS4A) Safety Action Plan

11. Consideration of an Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating the Gold Fest Common Consumption Area
12. Consideration of Amendments to the Park and Recreation Facility Naming Policy.
13. Consideration of the Motion to Authorize the City Clerk to Provide Notice to the County Clerk of the City's Intent to Exceed the Revenue Neutral Rate for the Proposed 2026 Annual Budget.
14. Consideration of a Resolution Renaming North Field in East Park to "Doug Chance Field" in Honor of Former Butler Community College Softball Coach Doug Chance

Discussion Items

Reports

15. City Commission and Advisory Board Updates
16. City Manager

Adjournment

17. Consideration of a motion to adjourn

The El Dorado City Commission met in a work session on May 14, 2025, at 5:00 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Syndee Scribner, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner. Absent:

VISITORS

Tabitha Sharp	Assistant City Manager	El Dorado, KS
Mike Holton	El Dorado Police Department	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Kevin Wishart	Parks and Recreation Director	El Dorado, KS
Nikole Babb	Butler Times Gazette	El Dorado, KS
Dave Stewart	Gravity Works	El Dorado, KS
Andrew Tipton		El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the June 11, 2025, meeting to order.

WORK SESSION DISCUSSION ITEMS

JUNE 3, 2025, FLOOD INCIDENT AND RESPONSE

City Manager David Dillner provided the Commission with an update on the June 3, 2025, flood event, including the City's response efforts and coordination with Butler County Emergency Management.

GORDY PARK PAVILLION PROJECT

City Manager David Dillner and Dave Stewart from Gravity Works presented the concepts for the Gordy Park Pavilion.

PARK AND RECREATION FACILITY NAMING POLICY

The Commission reviewed the Facility Naming Policy and, by consensus, agreed to remove the requirement that an individual must be deceased to have a park or facility named in their honor.

DESIGNATION OF NORTH FIELD AT EAST PARK TO DOUG CHANCE FIELD

The Commission discussed the renaming of North Field at East Park to “Doug Chance Field”.

REGULAR AGENDA PREVIEW

The City Commission reviewed the upcoming agenda for May 19, 2025.

COMMISSION REPORTS

There were no reports.

CITY MANAGER REPORTS

There were no reports.

ADJOURNMENT

Commissioner Syndee Scribner moved to adjourn the meeting at 6:37 PM.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

EL DORADO CITY COMMISSION MEETING

June 16, 2025

The El Dorado City Commission met in a regular session on June 16, 2025, at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Leon Leachman, and Commissioner Kendra Wilkinson. Absent: Commissioner Syndee Scribner and City Manager David Dillner

VISITORS

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
John Lanzrath	St John Catholic Church	El Dorado, KS
Paige McDaniel	Interim Chamber Director	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the June 16, 2025, to order.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

There were no Proclamations or Recognitions.

PERSONAL APPEARANCE

Mayor Bill Young opened the floor for Personal Appearances.

There were no Public Appearances.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Paige McDaniel, Interim Executive Director of the El Dorado Chamber of Commerce, introduced herself to the Commission. She provided an update on behalf of the Chamber and stated that while there may be changes occurring within the organization, the mission of the Chamber remains the same: to help the people and support the businesses in the community.

Mayor Bill Young closed Public Comment.

CONSENT AGENDA

City Commission Meeting Minutes from May 5, 2025, City Commission Work Session Minutes from May 14, 2025, and City Commission Meeting Minutes from May 19, 2025.

Approval of Appropriation Ordinance No. 05-25 in the amount of \$2,760,727.94

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF A SPECIAL USE PERMIT FOR LIMITED VEHICLE REPAIR AT 301 S MAIN STREET.

City Engineer Scott Rickard stated that David Turner has submitted a request for a Special Use Permit (SUP) to allow Limited Vehicle Repair at 301 S. Main Street. The property is located on the west side of Main Street in a C-2 Central Business District. It includes an existing one-story commercial structure historically used for auto services and fuel sales, and more recently as office space for a plumbing business. The proposed business would offer light vehicle maintenance services—such as tire and brake repairs, oil changes, and minor tune-ups—conducted entirely within the enclosed building. The structure features two garage bays and alley access. The proposed use falls within the zoning definition of “Limited Vehicle Repair” and is only allowed in the C-2 District by Special Use Permit. This case was reviewed by the Planning Commission at its May 22, 2025, meeting. After consideration, the Commission voted unanimously (6–0) to recommend approval of the SUP, subject to staff and Commission-added conditions to manage operational impacts and maintain compatibility with surrounding uses. The Planning Commission added a sixth condition requiring a designated parking and staging area and prohibiting obstruction of the sidewalk or alley. The Commission then voted 6–0 to recommend approval of the Special Use Permit (SUP) with all six conditions. These conditions are as follows: all repair activities must occur entirely within the enclosed building; there shall be no outdoor storage of parts, tools, fluids, tires, or equipment; hours of operation shall be limited

to 7:00 AM to 7:00 PM; there shall be no blocking of alley access, and no vehicles or equipment shall be staged in the alley; refuse and recycling containers must be screened from public view; and finally, a clear designated parking and staging area must be established, with sidewalk and alley obstruction strictly avoided.

Commissioner Kelly Tetrick moved to approve Case No. 25-03-SUP, a Special Use Permit for Limited Vehicle Repair at 301 S. Main Street, subject to the conditions recommended by the Planning Commission.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4-0.

CONSIDERATION TO WAIVE BUILDING PERMIT FEES FOR PROPERTIES AFFECTED BY THE JUNE 3RD FLOODING EVENT

Assistant City Manager Tabitha Manager stated that in response to the recent flooding event, staff propose a temporary waiver of building permit fees for residents and property owners impacted by the disaster. This action aims to support timely recovery efforts and reduce the financial burden on those affected. Although the City Code currently provides no mechanism for waiving fees in special circumstances, staff recommend proceeding with the waivers now, and they will provide an official method of waiving fees at a future meeting.

Commissioner Leon Leachman moved to approve the temporary waiver of permit fees for properties affected by the June 2025 flood, with a formal ordinance to follow at the next regular meeting.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Mayor Bill Young reported that the EFABC Board met and noted that finances are in good shape. The Administrators are currently in the process of updating operating agreements, contracts, and policies. The Board also voted to authorize a spending limit for the Administrators to allow for timely repairs in the event of equipment or facility issues.

Mayor Young encouraged everyone to go and support the recreation softball and baseball teams as well as the El Dorado Walnuts.

CITY MANAGER REPORT

Assistant City Manager Tabitha Sharp stated that the Public Works department began debris clean-up for the flood. She stated that if you have anything that needs to be cleaned up, please stack it nicely on the curb and separate any yard waste from appliances. She stated that residents affected by the flood who need waste cleaned up need to call the Public Works Department to ensure that they are put on the list.

Assistant City Manager Sharp stated that if you would like to help with the cleanup, you can go to the Performing Arts Center from 8-5 and meet with the volunteer organization and they will help coordinate a time and place for you to volunteer.

Assistant City Manager Sharp stated that fireworks begin on June 27th. She stated that they will be allowed June 27th through July 3rd from 10 am to 10 pm, July 4th from 8 am to midnight, and July 5th goes back to 10 am to 10 pm.

Assistant City Manager Sharp stated that June 29th is the first Farmer's Market of the season. She stated that it is the kids' activity day. She stated that there will be around 60 vendors there.

Assistant City Manager Sharp stated that today, Brian Urton was promoted to Recreation Superintendent and will begin those duties later this month.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 5:50 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 4 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Approval of a Grant Extension for a Community Development Block Grant at 142 N. Main Street.
DATE: July 7, 2025

Summary:

The rehabilitation project at 142 N Main is substantially complete, with the exception of the final elevator inspection. The elevator contractor was originally scheduled to perform this inspection during the week of June 16th but failed to appear. The inspection has now been rescheduled for **July 2, 2025**.

To accommodate this final work item and provide sufficient time for grant file monitoring and closeout by Kansas Department of Commerce staff, the City is requesting a contract extension through **August 29, 2025**. This extension will ensure the project remains in compliance with all program requirements.

Attachments:

1. El Dorado CR - Contract Amendment #8
2. El Dorado CR - Project Date Time Ext Req Ltr 8

Funding Source:

The remaining grant proceeds will cover any final administrative costs associated with project closeout and documentation.

Operation Impact:

There are no operational impacts to City departments. The extension simply aligns with the contractor's revised schedule and ensures the City meets all reporting and closeout requirements outlined by the Kansas Department of Commerce.

Options/Alternatives:

- Approve the request to extend the CDBG grant contract through August 29, 2025.
- Deny the request, which could jeopardize final reimbursement and official project closeout.
- Table the item pending further clarification from the elevator contractor or Commerce staff.

Staff Recommendation:

Staff recommends approval of the requested extension. The additional time will ensure the elevator inspection is completed and will allow the Kansas Department of Commerce adequate time to perform their final file review and closeout procedures. This will help protect the City's reimbursement and compliance status under the CDBG program.

Commission Action:

Commissioner _____ moved to authorize the Mayor to sign the Contract Amendment with the Kansas Department of Commerce for a time extension on the CDBG Commercial Rehabilitation

Grant for 142 N Main through August 29, 2025.

Commissioner _____ seconded the motion.

**INSTRUCTIONS: SUBMIT TO COMMERCE SIGNED COPY WITH
COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

CONTRACT AMENDMENT/REQUEST #_____

Grantee Name: _____ Grant #: _____

Address, City, Zip: _____

Date of Request: _____

Contract Award Date: _____

Current Completion Date: _____

Check as Applicable:

Time Extension ☐

Budget Amendment ☐

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional _____ months needed. New completion date _____.

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.**
If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
TOTALS				

Explanation of Request (attach additional sheets, if needed):

THIS SECTION IS FOR CDBG PROJECT MANAGER TO COMPLETE:

The amendment shall become effective on _____, 20____. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

Authorized Signature – Chief Elected Official

Kansas Department of Commerce

Typed Name and Title

CDBG Program Signature

Date

Date

June 24, 2025

Kansas Department of Commerce
Attn: Tim Parks
1000 S.W. Jackson St., Suite 100
Topeka, Kansas 66612-1354

Re: Grant Completion Date Time Extension
CDBG Grant # 21-CR-001
El Dorado CDBG Commercial Rehabilitation Program

Dear Tim,

The City of El Dorado is requesting a time extension to our CDBG Commercial Rehab Grant completion date. Currently, our required completion date is June 30, 2025. The City of El Dorado would like to extend the completion date to August 29, 2025.

The project is fully completed apart from the final inspection of the elevator. The elevator contractor was to perform the final inspection the week of June 16th, but did not arrive to complete it. The City is continuing to reach out to them to schedule another date and will continue to do so until it is rescheduled. To accommodate this final step and time for the final file monitoring by Commerce staff, the City is requesting a time extension to August 29, 2025.

Sincerely,

Bill Young
Mayor, City of El Dorado

EL DORADO

KANSAS

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

Summary:

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

Attachments:

1. RWD7 Water Contract 2025_FINAL

Funding Source:

Enter into the attached contract

Operation Impact:

N/A

Options/Alternatives:

N/A

Staff Recommendation:

Approve and sign the attached contract

Commission Action:

Commissioner _____ moved to approve a Resolution Approving a Wholesale Water Contract Between the City of El Dorado, Kansas, a Municipal Corporation, and Butler Rural Water District 7.

Commissioner _____ seconded the motion.

Resolution No. _____

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

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

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

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

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

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

Adopted this _____ day of _____, 2025.

WHOLESALE WATER CONTRACT

THIS WHOLESALE WATER CONTRACT (the "Agreement"), made and entered into this ____ day of _____, 20_____, by and between the CITY OF EL DORADO, Butler County, Kansas (a municipal corporation of second class, hereinafter called title "CITY", and RURAL WATER DISTRICT NO. 7, Butler County, Kansas, existing under and by virtue of the laws of the State of Kansas and having its principal place of business in Butler, County, Kansas, hereinafter called the "WATER DISTRICT").

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

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

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

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

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

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

Section 1 – Quality and Quantity

- 1.1 During the term of this Agreement or any renewal or extension thereof, The City shall furnish water to the Water District at the point of delivery hereinafter specified, which shall meet quality standards of State, Federal, and other regulatory agencies. The City will not be responsible for water quality beyond the point of delivery. The Water District agrees to purchase an average maximum of 96,964 gallons per day, totaling no more than 35,500,000 gallons per year. If usage exceeds the maximum on an occasional basis, the Water District may request advanced notice or limited forgiveness of any maximum usage violation (not to affect the payment amount for water provided by the City). Any such notice or forgiveness for overages shall not be unreasonably withheld. However, if usage significantly exceeds the average maximum to the extent that it may require the City to increase its production capacity, the City reserves the right to limit the maximum to the established average defined above.

- 1.2 Both parties may revisit the allocated gallons per year at any time, for reasons including, but not limited to, water line breaks, droughts, and increase of customers. Should the Water District need the regular use of water in excess of the average maximum described in paragraph 1.1 above, the Water District shall obtain written permission from the City of El Dorado, not to be unreasonably withheld. Unless prior written permission is obtained, the use of water in excess of the average maximum described in paragraph 1.1, above, shall be in violation of this Agreement. Any such violation may be called to the attention of the Water District which shall take immediate steps to limit the Water District's usage of water to the amount allotted herein. The failure of the Water District to take such steps shall be sufficient cause for immediate cancellation of this Agreement, upon further written notice from the City. The written permission of any additional supplies of water of the maximum quantity allowed does not guarantee that the City will make water available on that basis at any time other than the timeframe the City elects to provide additional supplies of water to the Water District.
- 1.3 The Water District agrees to notify the City, in writing, of any anticipated increase to the Water District's water demand, so the City may make proper arrangements for its water withdraws to meet the Water District's estimated demand.
- 1.3(2) Following the end of the first one-year period covered by this Agreement, and at the end of each succeeding one-year period, the maximum gallons allowed to be purchased per month shall be increased by the same percentage as the average monthly gallons purchased has increased over that one-year period or by an amount supported by other data.
- 1.4 The City will not be responsible for quality or quantity in the event that the City is unable to perform for reason or reasons beyond its control. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and the use of water to fight fires, earthquake, or other catastrophe or circumstances beyond the control of the City or acts of God shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

Section 2 – Term

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

Section 3 – Point of Delivery and Metering

- 3.1 Water will be delivered to the point of delivery at a reasonably constant pressure. The “point of delivery” shall be located at 2400 W. Pioneer Road, El Dorado, Kansas, or at such other locations as may be agreed upon in writing by the parties. The Water District shall be responsible for the water, for all purposes and intents, from and after title passage to the Water District. The Water District hereby agrees, to the fullest extent permitted by law, to indemnify, save and hold the City harmless from any and all claims, demands, losses, and causes of action, which may be asserted by anyone related to the transportation and delivery of said water while title remains with the Water District. The Water District reserves its right to direct any action or interplead or cross claim against the City in the event the City is in breach of any terms of this agreement.
- 3.2 The Water District shall be responsible for the construction and installation of metering equipment at a location agreeable to both parties (the “Terminal”), and water sold pursuant to this Agreement shall be measured through such equipment (the “Metering Equipment”). The Metering Equipment shall be read on the last working day of each month, or as soon thereafter as is practical and convenient, and each party may have, at their option, a representative present for such monthly reading.
- 3.3 Following completion of construction of the Metering Equipment, or if the Metering Equipment is already installed on the effective date of this Agreement, the Water District shall convey such Metering Equipment to The City for its ownership and perpetual maintenance. The City shall be responsible for the operation and maintenance of the aforementioned Metering Equipment, including replacement as needed, and shall provide for the necessary routine maintenance to ensure such Metering Equipment is kept in good working order to meet industry standards for similar Metering Equipment. The Standards and Specifications of the American Water Works Association (“AWWA”) effective as of the Effective Date of this Agreement shall govern calibration and replacement of Metering Equipment. Any necessary replacement of the Metering Equipment shall meet or exceed the then-current Standards and Specifications of the AWWA for similar Metering Equipment. No service fees will be charged to the water district for the Metering Equipment owned by the City.
- 3.4 Either party may, at any time and at its own expense, have such Metering Equipment tested to determine accuracy. In the event that either party determines the Metering Equipment are not performing within aforementioned industry standards, the other party shall be notified and a plan shall be coordinated to recalibrate or replace such Metering Equipment. If the Water District requested the testing and the meter was inaccurate, then the City shall bear the expense of testing, recalibration and/or replacement. If the meter was accurate, then the Water District shall bear the expense of such testing.

Section 4 – Rates and Payment

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

Section 5 – No Obligation to Serve

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

ratio as the City and other purchasers of water.

- b. Contamination – The supply of water to the Water District may be temporarily discontinued in the event the water supply in El Dorado Lake becomes contaminated to the point it is unusable for human consumption. Such discontinuance shall continue until such time as all conditions have been remedied to the satisfaction of the parties and the Kansas Department of Health and Environment.
- c. Emergency – The City may temporarily suspend the sale of water to the Water District during any emergency by reason of unforeseen catastrophe or disaster commonly referred to as “acts of God,” which interfere with or otherwise disrupt the use of water supplies at El Dorado Lake for human consumption. The City also has the right to declare an emergency at any time in which the supply of water to the Water District might lead to contamination of the public water supply for El Dorado, and may continue to refuse delivery of water to the Water District until such time as all conditions have been remedied to the satisfaction of the parties and the Kansas Department of Health and Environment.
- d. Non-Payment - The supply of water to the Water District may be discontinued for the non-payment of any fee required by this Agreement if payment is not received by The City within thirty (30) days of the date of the invoice. The City may continue to refuse delivery of water to the Water District until such time as all delinquent payments are received by the City.

- 5.3 In the event of interruption in the supply of treated water for any reason, the Water District agrees to waive any right, claim or damage arising out of said action against the City. This includes, and not by way of limitation, the right to interrupt the supply at any time for necessary repairs. The District agrees that it will not interconnect said Water District lines with any other supplier, including water wells.

Section 6 - Title; Maintenance; Replacement; Modifications

- 6.1 All water supplied by said City to said Water District, pursuant to the terms and conditions of this Agreement, and all distribution lines and equipment installed or provided by said Water District, shall remain the absolute property of said Water District with full title and ownership.
- 6.2 The Water District shall own and maintain the lines and equipment installed and/or provided by the Water District and such lines and equipment shall remain the property of the Water District with full title and ownership. The Water District shall be responsible for all costs necessary to design, construct, and maintain its lines and equipment in good working order to accommodate the transmission of water as provided herein. The Water District shall retain exclusive control of the premises and agrees to hold the City harmless from any claim or legal action against the Water District and/or the City arising from the construction, operation, and maintenance by the Water District or any part thereof.

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

Section 7- Indemnification

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

Section 8 – Water District's Obligations

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

Section 9 – Miscellaneous Provisions

- 9.1 If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party agrees that the successful or prevailing party or parties will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- 9.2 Notices and communications required to be in writing pursuant to this Agreement shall be effective only if delivered personally, or sent by facsimile, electronic mail, or certified mail, to the following:
 - Rural Water District #7
Attn: Chairperson
P.O. Box 399
Whitewater, KS 67154
 - City of El Dorado, Kansas
Attn: City Manager
220 E. First Avenue
El Dorado, KS 67042
- 9.3 The covenants, terms and conditions of this Agreement shall extend to and be binding upon the successors and assigns of the parties.
- 9.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. Venue and jurisdiction for any interpretation or action arising hereunder shall be exclusively in the federal and state courts of Butler County, Kansas.

- 9.5 This Agreement may only be amended by a written amendment executed by both parties.
- 9.6 This Agreement may not be transferred or assigned, in whole or in part and without exception, without the written approval of the other party, which will not be unreasonably withheld.
- 9.7 This Agreement shall supersede and replace any existing Agreements between the parties concerning the sale and purchase of water.
- 9.8 This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

[Signatures On Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each copy to be treated as an original, the day and year first above written.

Rural Water District No. 7 The City of El Dorado, Kansas

Joe Hepburn, Chairman

Attest:

Daryn Martin, Secretary

Bill Young, Mayor

Attest:

Emerald Ashlock, City Clerk

Approved as to Form:

Ashlyn Lindskog, City Attorney

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a Grant Agreement with the Kansas Housing Resources Corporation concerning a Moderate Income Housing Project at 124 S. Main Street.
DATE: July 7, 2025

Summary:

The City of El Dorado has been awarded a \$650,000 Moderate-Income Housing (MIH) grant from the Kansas Housing Resources Corporation (KHRC) to support the redevelopment of the historic Masonic Hall located at 124 S. Main Street. The project, led by Frontier Development Group, will convert the structure into a mixed-use development featuring 13 multifamily rental units targeted at moderate-income households, along with first-floor commercial space.

This item authorizes the City Manager to execute the final KHRC grant agreement (Project No. 24-0406-SGF), enabling the City to formally accept and administer the grant funds in accordance with KHRC program guidelines. Construction is scheduled to begin by December 1, 2025, and be completed no later than November 2026.

Background:

The 124 S. Main property, historically known as the Masonic Hall, is a prominent three-story brick building in the heart of downtown El Dorado. Built in the early 1900s, the building has long stood vacant and underutilized. Frontier Development Group's proposal includes a full historic rehabilitation of the structure, preserving its architectural character while adapting it for productive reuse. The project will deliver:

- 13 income-restricted residential units on the upper two floors, reserved for households earning between 60% and 150% of area median income, as required by KHRC MIH guidelines.
- Commercial space on the ground floor intended for retail or service-oriented tenants, helping to activate the Main Street corridor.
- Historic preservation components that will utilize State Historic Tax Credits and meet standards outlined by the Kansas State Historical Society.

The City Commission previously approved the following actions to support the project:

- October 3, 2023: Approved submission of the MIH grant application following an RFP solicitation. The proposal was selected based on alignment with the City's downtown revitalization and housing goals.
- October 17, 2024: Approved the establishment of a Reinvestment Housing Incentive District (RHID) and an Industrial Revenue Bond (IRB) intent resolution to provide essential financial tools—RHID for tax increment financing, and IRB for sales tax exemption on construction materials.

KHRC formally awarded the MIH grant on February 27, 2025. Execution of the grant agreement is now the final step to unlock these funds.

Attachments:

1. MIH 2024 R4 Grant Agreement_El Dorado - draft

Funding Source:

The project includes a multi-layered financing structure:

Funding Source	Amount
KHRC MIH Grant	\$650,000
Kansas Housing Investor Tax Credits	\$362,700
State Revolving Loan Fund (RLF)	\$700,000
Private Financing (ESB Financial)	\$1,572,265
Total Project Cost	\$3,284,965

MIH funds will be used specifically for eligible residential rehabilitation expenses. The City is not contributing general fund dollars, and there is no financial liability under the previous intent for the IRB.

Operation Impact:

The City will be responsible for administering the grant in coordination with KHRC, including:

- Tracking construction benchmarks as outlined in the Disbursement Schedule (Exhibit C)
- Submitting quarterly progress reports
- Ensuring compliance with MIH income and affordability standards for a five-year period after project completion

Options/Alternatives:

1. **Authorize** the City Manager to execute the KHRC grant agreement and proceed with the administration of grant funding.
2. **Decline** to authorize execution, which would result in forfeiture of the awarded MIH funds and jeopardize the project's financial viability.

Staff Recommendation:

City staff recommends that the City Commission authorize the City Manager to execute the KHRC MIH Grant Agreement for Project No. 24-0406-SGF to support the redevelopment of 124 S. Main into 13 moderate-income rental units and ground-floor commercial space.

Commission Action:

Commissioner _____ moved to authorize the City Manager to execute the KHRC MIH Grant Agreement for the 124 S. Main redevelopment project.
Commissioner _____ seconded the motion.

MODERATE INCOME HOUSING PROGRAM
GRANT AGREEMENT
City of El Dorado
No. 24-0406-SGF

THIS GRANT AGREEMENT (“**Agreement**”) is made by and between the City of El Dorado, Kansas, 220 E 1st Ave., El Dorado, KS 67042 (“**Grantee**”), and Kansas Housing Resources Corporation, 200 SW 6th Avenue, Topeka, Kansas 66603 (“**KHRC**”) this 12th day of June 2025

WHEREAS, KHRC is a non-profit public corporation responsible for administering Federal and State housing programs, as well as the State Housing Trust Fund (“**SHTF**”);

WHEREAS, the Kansas Legislature provided funding to the SHTF administered by KHRC to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas, in accordance with KHRC’s Moderate Income Housing (“**MIH**”) program;

WHEREAS, utilizing the subject SHTF funds provided, KHRC issued a Kansas MIH Notice of Resource Availability (“**NORA**”) on October 1, 2024;

WHEREAS, in response to the NORA, Grantee submitted an application to KHRC requesting MIH funds for certain proposed eligible activities , which is relied upon by KHRC in entering into this Agreement; and

WHEREAS, KHRC’s Loans and Grants Committee on 27th of February, 2025, approved a grant totaling six hundred fifty thousand and no/100 Dollars \$650,000.00 for Grantee’s proposed eligible activities set forth in its application (“**Eligible Activities**”).

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby allocates Grantee up to \$650,000.00 (“**Funds**”) for the Eligible Activities subject to the terms and conditions set forth in this Agreement. Grantee agrees and acknowledges that KHRC made the subject allocation in reliance on the representations, statements, and information provided by Grantee in its application (the “**Application**”), which is incorporated herein by this reference and made a part of this Agreement. Grantee agrees and acknowledges that KHRC materially relied on the Application, and Grantee certifies that the information in the Application is true and correct. Any change to the Eligible Activities or to the information submitted in the Application, which would, in KHRC’s sole discretion, affect KHRC’s evaluation of the Application may be cause for KHRC to find Grantee in noncompliance as provided in paragraph 10 of the Agreement.

2. **Use of Grant Funds.** Grantee shall use the Funds solely on the Eligible Activities, as set forth in the Application approved by KHRC, and further, Grantee agrees as follows:
 - a. As described in **Exhibit A**, the Project Summary, attached hereto, and in accordance with **Exhibit B**, the Project Budget, attached hereto, Grantee shall complete the Eligible Activities as detailed in and in accordance the Project Summary attached hereto as Exhibit A and the Project Budget attached hereto as Exhibit B.
 - b. Construction of the Eligible Activities shall begin by December 1, 2025 and the Eligibles Activities shall be substantially completed within 12 months of that date, unless Grantee requests and obtains prior written approval from KHRC.
 - c. The development constructed as part of the Eligible Activities shall include a minimum of 13 MIH rental units.
 - d. The representations and commitments made in the Application are all hereby incorporated herein and remain continuing representations and obligations of the Grantee.
 - e. Prior to making any modifications to the Eligible Activities as set forth in this Agreement and/or the Application, Grantee shall submit a detailed request to KHRC and obtain KHRC's written approval.
3. **Leverage Commitment.** In addition to the Funds provided by KHRC under this Agreement, Grantee shall provide or obtain other resources toward the costs of the Eligible Activities as set forth in the Application.
4. **Kansas Housing Investor Tax Credits.** In addition to the Funds provided by KHRC under this Agreement, Grantee agrees and acknowledges that the project builder or developer identified in the Application also received an allocation of Kansas Housing Investor Tax Credits ("**KHITCs**") related to the Eligible Activities. Grantee agrees and acknowledges that the allocation of KHITCs shall be governed by a separate agreement between KHRC and the subject builder or developer, which shall impose additional requirements and obligations on the Eligible Activities, and that Grantee is familiar with the same.
5. **Disbursement of Grant Funds.** Grantee shall use the local jurisdiction's approved process for selecting contractors or vendors for the Eligible Activities and shall provide KHRC with documentation regarding the same upon request. As development costs are incurred, Grantee may request a disbursement from the Funds in accordance with the Disbursement Schedule attached hereto as **Exhibit C**, and using the Request for Disbursement form provided by KHRC, as may be amended from time to time. With each request for disbursement, Grantee shall

provide documentation of the current project status and the progress made toward completion of the Eligible Activities, including, as appropriate or as requested by KHRC, documentation of costs.

KHRC reserves the right to request additional documentation or information from Grantee prior to the disbursement of any Funds, in KHRC's sole discretion, and Grantee agrees to promptly respond to all requests. KHRC may retain a portion of the Funds, in an amount determined solely by KHRC, until Grantee provides sufficient documentation to KHRC demonstrating project completion.

6. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, the NORA, and all governing laws, including, as applicable, the accessibility requirements of the **Fair Housing Act and K.S.A. 58-1401, et seq.**, as described in **Exhibit D** attached hereto, and either the 2018 International Energy Conservation Code or the alternative MIH Energy Efficiency Requirements outlined in **Exhibit E** attached hereto.
7. **Program Income.** Grantee agrees to use any income derived from or generated by the Eligible Activities and received by Grantee, regardless of when the income is received, solely for the Eligible Activities or for other housing purposes in Grantee's community. For the purposes of this provision, program income does not include any rental income received by the owner of rental housing constructed as part of the Eligible Activities unless the Grantee is said owner.
8. **Reporting.** For the term of the Agreement, and for two (2) years following the completion of the program compliance period set out in paragraph 9 of the Agreement, Grantee shall maintain all books, records, files, and documents related to the Eligible Activities and the requirements and obligations in place during the program compliance period as detailed in paragraph 9. Grantee shall provide any information and documentation requested by KHRC to verify compliance with the terms of this Agreement and the MIH program. Further, Grantee shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of KHRC, to make monitoring visits to the Eligible Activities and to inspect any books and records of Grantee relating to the Eligible Activities, including but not limited to, any information relating to compliance with the restrictions and obligations specified in this Agreement. Said inspections and monitoring visits may be conducted on-site, remotely, or both, at KHRC's discretion.

Beginning with the calendar quarter following execution of this Agreement and continuing each quarter thereafter, Grantee shall submit in writing status reports to KHRC covering the prior quarter until all Eligible Activities are completed and all Funds have been expended. Grantee agrees that each status report shall detail the use of all Funds to date, and describe the progress made toward completion of the Eligible Activities. For construction activities, the quarterly status report shall identify work completed, estimate the percentage of construction completed, and

detail any proposed changes in the project scope. This report shall be submitted to KHRC whether or not progress has occurred during the quarter. Calendar quarters are January 1-March 31, April 1-June 30, July 1-September 30 and October 1-December 31. Status reports are due to KHRC within 10 days of the end of each quarter.

Within 60 days following completion of the Eligible Activities and expenditure of all Funds, Grantee shall submit a final accounting to KHRC using KHRC forms. Said accounting shall include details regarding the use of all Funds and the use of any income generated from the Eligible Activities. Additionally, during the program compliance period as detailed in paragraph 9, the Grantee shall submit reporting and documentation to KHRC to demonstrate compliance with the requirements set forth therein.

To assist with the Grantee's reporting obligations under this paragraph, the Grantee acknowledges receipt from KHRC of the documents listed in Exhibit F attached hereto. KHRC reserves the right to revise, change, or update these documents, or to provide additional documents for Grantee to use when completing its reporting obligations. Grantee agrees to use the most current version of the form(s), as may be periodically revised or updated by KHRC, and to take any and all actions required by KHRC as KHRC monitors the obligations and requirements provided under this Agreement. Grantee agrees to provide any additional information or documentation requested by KHRC, or to correct its report as needed, within seven (7) days of any request from KHRC, and to otherwise comply with the obligations, terms, and conditions of KHRC's Compliance Division.

9. **Program Compliance Period.** For five (5) years following the completion of the Eligible Activities, Grantee shall ensure that the MIH units constructed as part of the Eligible Activities are occupied by tenants with gross household incomes between 60% and 150% of the Area Median Gross Income as adjusted for household size. The applicable income limits under this Agreement shall be updated based on the publication of the Area Median Gross Income data by the U.S. Department of Housing and Urban Development. The determination of whether a tenant meets the income requirements provided in this paragraph shall be made by the Owner upon initial occupancy of each tenant, and the Owner shall not be required to redetermine or recertify the tenant following that initial qualification. Grantee agrees to follow a consistent method and procedure to certify tenants and to verify, through supporting documentation, that incomes are within the most current MIH income ranges as set forth herein. Grantee shall submit to KHRC the applicable documents identified in paragraph 8 above and shall provide KHRC with any other documentation of the procedures followed pursuant to this paragraph upon KHRC's request.

Additionally, Grantee shall execute a separate Declaration of Restrictive Covenants at KHRC's direction encumbering the subject real estate where the Eligible Activities are located, which shall be recorded with the applicable register

of deeds. The Declaration of Restrictive Covenants shall set forth covenants running with the land requiring that the subject real estate be rented to only MIH income eligible tenants for five years, as detailed in the preceding paragraph and further in said declaration. To the extent Grantee does not own the subject real estate, Grantee shall make the execution of a Declaration of Restrictive Covenants a condition of providing any of the Funds to the owner of the subject real estate for the Eligible Activities and shall provide documentation of the same to KHRC. Further, Grantee agrees, at KHRC's direction, to facilitate the execution of the Declaration of Restrictive Covenants by the owner of the subject real estate.

10. **Noncompliance by Grantee.** In the event of Grantee's noncompliance with the NORA, this Agreement, or any other reasonable requirements of KHRC, KHRC may, in its sole discretion, seek recapture of the Funds, withhold disbursement of additional Funds, and/or terminate this Agreement. In addition to the remedies stated herein, Grantee agrees that KHRC shall be entitled to exercise any and all administrative, contractual, or other remedies permitted by law to enforce Grantee's compliance with the terms herein, including seeking specific performance by Grantee of Grantee's obligations under this Agreement. Grantee hereby specifically acknowledges that KHRC cannot be adequately compensated by monetary damages in the event of any of default under this Agreement. Grantee further agrees that Grantee's noncompliance under this Agreement may result in Grantee's loss of eligibility for future funds administered by KHRC.
11. **Rescission/Unavailability of Funds.** Grantee agrees and acknowledges that the NORA and the Funds provided under this Agreement are funded in whole or in part by State of Kansas funds. Notwithstanding any provision in the Agreement to the contrary, in the event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, for any reason, KHRC may unilaterally terminate or amend this Agreement without penalty. In such event, KHRC shall not be obligated to pay the Grantee from any other sources, including but not limited to, KHRC, SHTF, or State of Kansas monies.
12. **Miscellaneous.**
 - a. KHRC's examination of the Application and any submitted documentation regarding the Eligible Activities is done solely for its own purposes. The allocation of the Funds is made in KHRC's sole discretion, and in no way warrants or represents to Grantee or any others that the Eligible Activities are, in fact, viable or feasible. Grantee agrees and acknowledges that KHRC makes no representations to Grantee regarding compliance with the MIH program, and Grantee agrees and warrants that Grantee has independently consulted with Grantee's own counsel for any necessary legal, financial, tax and/or accounting advice for all issues related to this Agreement.

- b. The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision.
- c. Grantee agrees to execute whatever additional documents or instruments may be necessary or reasonable to effect and carry forth the purpose of this Agreement.
- d. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Agreement may be modified only by the mutual written agreement of the parties.
- e. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- f. KHRC shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right to otherwise demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and Grantee, shall constitute a waiver of any of KHRC's rights or of any of Grantee's obligations in the future. Whenever the consent of KHRC is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required.
- g. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct Grantee in its performance under this Agreement is solely for the purposes of compliance with the MIH program and applicable law.
- h. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Kansas. Any dispute arising out of this Agreement shall be brought in a state or federal court of competent jurisdiction located in Shawnee County, State of Kansas.

- i. Grantee shall not transfer or assign all or any of its rights, obligations or benefits under this Agreement without the prior written approval of KHRC, which approval may be withheld in KHRC's sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

GRANTEE: CITY OF EL DORADO

By: _____
(NAME, TITLE)

Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
RYAN S. VINCENT, EXECUTIVE DIRECTOR

Date: _____

LIST OF EXHIBITS

Exhibit A – Project Summary (specifics)

Exhibit B – Project Budget (sources and uses)

Exhibit C – Disbursement Schedule (as approved)

Exhibit D – Accessibility Requirements (Fair Housing Accessibility Guidelines or Accessibility Standards for Certain Dwellings, K.S.A. 58-1401, *et seq.*)

Exhibit E – MIH Energy Efficiency Requirements

Exhibit F – MIH Documents for Reporting

EXHIBIT A

PROJECT SUMMARY

- Project located at 124 S. Main St., El Dorado.
- The development is rehabilitation of a historic building.
- Construction of 13 multi-family rental units, all of which will be committed to MIH qualified households.
- MIH funds will be directed to historical rehabilitation costs.
- Project's builder and developer to be Frontier Construction LLC
- Construction shall be completed by November 2026 unless extended in writing by KHRC.

EXHIBIT B**PROJECT BUDGET**

MIH Grant:	\$650,000.00
KHITC:	\$362,700.00
RLF :	\$700,000.00
ESB Financial:	\$1,572,265.00

Itemized Cost	Development Cost
Land	50,000.00
Existing Structures	200,000.00
Site Work	30,000.00
Rehabilitation	2,532,465.00
Architectural & Engineering Fees	95,000.00
Interim Costs	112,000.00
Financing Fees & Expenses	12,500.00
Property Appraisal (Feasibility) Market Study	3,000.00
Developer's Overhead	125,000.00
Developer's Fee	125,000.00
	3,284,965.00

EXHIBIT C**DISBURSEMENT SCHEDULE**

The information below is an anticipated schedule for disbursement of funds.

Benchmark	% Project Completed	Total Costs	MIH Draw
Permits Issued	10%	\$275,000	\$150,000
Demo Complete	20%	\$100,000	\$100,000
Framing Complete	40%	\$500,000	\$100,000
MEP Complete	60%	\$750,000	\$150,000
Sheetrock Complete	75%	\$500,000	\$85,000
CO Obtained	100%	\$65,000	\$65,000
Total			\$650,000

ACCESSIBILITY REQUIREMENTS**Introduction**

Two statutory authorities related to accessibility apply to housing developed with the Funds provided under this Agreement.

Fair Housing Act Design Requirements – Fair Housing Amendments Act of 1988

The accessibility requirements of the Fair Housing Act apply to “covered multifamily dwellings” in buildings of four or more units that are/were first occupied after March 13, 1991, regardless of the funding source. Ground floor units and units served by an elevator must be designed and constructed in accordance with the [Fair Housing Act Design Manual](#).

Kansas Accessibility Standards for Certain Dwellings, K.S.A. 58-1401, et seq.

The requirements of this Kansas act apply to buildings of one, two or three units (single family, duplex, triplex) that are constructed with public financial assistance, including grant assistance from state funds, state tax credits, state loan guarantees or federal funds administered by a state agency.

As stated in K.S.A. 58-1401, the following design and construction standards apply:

(a) Except as provided by this act, dwelling shall be designed and constructed to have at least one accessible entrance on an accessible route. If the entrance is served by a ramp, the ramp shall have a maximum slope not to exceed a ratio of one inch rise to every 12 inch horizontal run and have a level landing at the top and bottom of each run.

Accessible entrance doors and doorways shall have a minimum clear opening of 32 inches. The accessible entrance may be any entrance at the front, side, back or garage of the dwelling that is served by an accessible route. The accessible route shall be no less than 36 inches wide with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. If a patio door serves as an accessible entrance, a standard six-foot sliding patio door assembly shall be deemed to be sufficient to comply with the requirements of this subsection. The threshold of such doors shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

(b) All doorways located on the same floor on which the accessible entrance is located within the dwelling intended for user passage within the dwelling shall be sufficiently wide to allow passage by persons using wheelchairs. Except for doors serving closets having less than 15 square feet in area, all doors located on the same floor on which the accessible entrance is located which are intended for user passage shall provide a minimum 32-inch clear opening with the door open 90 degrees measured between the face of the door and the doorstep.

(c) An accessible route located on the same floor on which the accessible entrance is located shall be designed and constructed in such a manner that a 36-inch wide route is provided with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. Such route shall have ramped or beveled changes at door thresholds. Beveled edges of such thresholds shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

(d) In bathrooms located on the same floor on which the accessible entrance is located, the walls at the bathtub, shower and toilet shall be reinforced so that grab bars may be installed at a later date, if needed. Such reinforcement shall be sufficient enough to support a sheer force of 250 pounds.

(e) Light switches, electrical outlets, thermostat controls and other controls located on the same floor on which the accessible entrance is located shall be placed so that a person using a wheelchair can access the controls using either a forward or sideward approach. Such controls shall be placed no less than 15 inches nor more than 48 inches from the floor in the case of a forward approach. Such controls shall be placed no less than nine inches nor more than 54 inches from the floor in the case of a sideward approach. If multiple controls serve the same elements, only one need be accessible.

MIH ENERGY EFFICIENCY REQUIREMENTS

All MIH awarded new construction projects must build to the below list of minimum prescriptive energy requirements. Rehabilitation or conversion of existing structures must meet these requirements to the greatest extent possible, including replacement of any components.

1. Attic insulation – R49 except for vaulted ceilings
2. Wall insulation – R15
3. AC – 15 SEER
4. 95% of all lighting must be high efficiency
5. Gas furnace – 90% AFUE
6. Heat Pump - 8.5 HSPF
7. Windows - .33U factor or lower
8. Caulking/sealing of all penetrations to the exterior or unconditioned space required (wire and plumbing penetrations, ceiling registers, vent pipes, etc.)
9. All provided appliances, if available as such, must be Energy Star labeled.

EXHIBIT F

MIH Documents for Reporting

Grantee agrees to use the items listed in Exhibit F to track household compliance as applicable to rental or homeownership projects; to submit quarterly reports; and report on project completion.

- a. MIH Rental Compliance and Closeout Process;
- b. MIH Rental Income Compliance Worksheet;
- c. MIH Income Compliance Worksheet Instructions;
- d. Request for Disbursement Form;
- e. MIH Quarterly Reports;
- f. Compliance Information Form;
- g. MIH Certification Form;
- h. Schedule A - Final Accounting of Funds;

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of an Agreement with JEO Consulting Group, Inc. for the Safe Streets and Roads for All (SS4A) Safety Action Plan
DATE: July 7, 2025

Summary:

The City of El Dorado was awarded a \$160,000 federal planning grant through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program, along with a \$30,000 local match grant from the Kansas Department of Transportation (KDOT), to fund the development of a citywide Safety Action Plan. This memo seeks authorization for the City Manager to execute a professional services agreement with JEO Consulting Group, Inc. in an amount not to exceed \$200,000 to complete this work.

Following a formal Request for Qualifications (RFQ) process, the City received seven submissions. After interviewing three firms, JEO was selected as the most qualified and invited to negotiate a final scope and fee.

Background:

On May 3, 2024, the City Commission authorized execution of the federal grant agreement with the U.S. Department of Transportation and accepted matching funds from KDOT to proceed with the SS4A planning process. This grant is part of the national Safe Streets and Roads for All (SS4A) initiative, a five-year, \$5 billion discretionary program established under the Bipartisan Infrastructure Law to improve roadway safety across the country. The program aims to reduce traffic fatalities and serious injuries through data-informed strategies, public engagement, and infrastructure investments. The primary objective of this planning grant is to develop a comprehensive, FHWA-approved Safety Action Plan for the City of El Dorado. The plan will:

- Analyze crash history and risk patterns across all modes of travel (vehicles, pedestrians, bicyclists)
- Identify high-risk corridors, intersections, and neighborhoods
- Engage the public and community partners to incorporate local perspectives and concerns
- Recommend both infrastructure and non-infrastructure solutions, such as signal modifications, pedestrian crossings, lighting upgrades, speed management, policy reforms, and education/outreach programs
- Prioritize safety investments based on equity, crash risk, and feasibility
- Include a funding roadmap and measurable performance metrics

Completion of this plan is a federally required prerequisite for applying for SS4A implementation grants, which can range from \$2 million to \$25 million for capital improvements and program deployment. The plan will also strengthen the City's position for other competitive programs. Ultimately, the SS4A Safety Action Plan will be the City's blueprint for building a safer transportation network for all users and will be fully integrated into El Dorado's long-range capital improvement and street maintenance strategies.

JEO Scope and Deliverables:

- Crash data analysis and GIS-based network screening
- Identification of high-injury locations and safety emphasis areas

- Public engagement (2 surveys, 2 public open houses, 5 focus groups)
- Development of a project and policy prioritization framework
- Cost estimates and implementation strategies
- A web-based public dashboard for tracking progress
- Final Safety Action Plan report and supporting visuals by **April 1, 2026**

Attachments:

1. El Dorado SS4A Action Plan Scope - Final DRAFT to City

Funding Source:

Source	Amount
FHWA SS4A Grant	\$160,000
KDOT Match Grant	\$30,000
City of El Dorado	\$10,000
Total Project Cost	\$200,000

Operation Impact:

The SS4A Safety Action Plan will be a foundational tool in guiding El Dorado's transportation safety improvements. Key responsibilities for City Engineering staff under the grant agreement include:

- **Project Management:** Serve as primary contact with FHWA, KDOT, and JEO.
- **Quarterly Grant Reporting:** Submit required performance and financial reports through the Grant Solutions platform to the FHWA and KDOT.
- **Data Sharing:** Provide GIS layers, crash data, traffic counts, right-of-way records, and other relevant data.
- **Engagement Support:** Assist in planning and promoting public open houses, surveys, and focus group sessions.
- **Compliance Monitoring:** Ensure all consultant deliverables comply with federal guidelines under 2 CFR Part 200.
- **Reimbursement Coordination:** Submit reimbursement documentation and maintain audit-ready records.

Options/Alternatives:

1. **Authorize** execution of the agreement with JEO to begin plan development.
2. **Decline** authorization, potentially jeopardizing \$190,000 in external grant funding and delaying the City's eligibility for future implementation grants.

Staff Recommendation:

Staff recommends that the City Commission authorize the City Manager to execute an agreement with JEO Consulting Group, Inc. for professional services related to the Safe Streets and Roads for All (SS4A) Safety Action Plan in an amount not to exceed \$200,000.

Commission Action:

Commissioner _____ moved to authorize the City Manager to enter into a professional services agreement with JEO Consulting Group, Inc. for the Safe Streets and Roads for All (SS4A) Safety Action Plan in an amount not to exceed \$200,000, as funded by the FHWA grant and KDOT matching program.

Commissioner _____ seconded the motion.

Exhibit A Scope of Services

Safe Streets for All Action Plan El Dorado, KS

The City of El Dorado (City) is developing a city-wide action plan under the U.S. Federal Highway Administration's Safe Streets and Roads for All (SS4A) Action Plan Grant. This project will include data gathering and analysis of the safety of El Dorado's streets for multimodal transportation alternatives and developing a holistic, well-defined plan to reduce roadway fatalities and serious injuries in the city.

TASK 1. Project Management

JEO's Project Manager will serve as the point of contact, develop the scope and fee, maintain the project schedule and budget, coordinate the project team's work, and provide regular progress reports with invoices.

Deliverables: scope and fee; monthly progress reports and invoices

TASK 2. Project Meetings and Coordination

Kick-Off Meeting

Once notice-to-proceed has been received, JEO will schedule, attend, and facilitate a kick-off meeting with the City of El Dorado (City) staff and other key stakeholders. The City's Project Manager will supply a list of invites, and JEO will notify attendees. The stakeholders will form the Steering Committee whose purpose is to champion, guide, and contribute to development and ultimately implementation of the final plan. Overall goals for this project will be identified at this meeting. Performance measures will be discussed throughout the planning process. Agendas and meeting minutes will be prepared before and following the meeting.

Progress Meetings

JEO will schedule and attend all progress meetings. JEO will create and distribute a meeting agenda at least 24 hours before each meeting. Based on a 9-month schedule, this scope estimates nine (9) progress meetings (most virtual, although we can strategically have an in-person when we are there for Open Houses/Focus Groups, etc.) Meeting minutes will be prepared following each meeting. Progress meetings may be held during the day or evening at the discretion of the City. Other technical coordination meetings or phone calls with City staff will be required periodically and included in the scope of the services.

Final Presentations

JEO will prepare presentation slides summarizing the final plan for presentation at the following:

1. Steering Committee (In Person)
2. City Council (In-Person)

Deliverables: meeting agendas, meeting minutes, presentation slides

Problem Identification:

TASK 3. State of Practice and Data Review

JEO will collect and review existing programs, policies, and activities and provide a summary of current efforts to address transportation safety – including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

JEO will:

1. Review local and statewide plans, studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the city. This includes but is not limited to the transportation study completed by JEO in 2024 which was developed with the understanding this SS4A Action Plan would supplement the 2024 study on areas including rail grade crossings, pedestrian activity on Central, additional diagnosis of intersections on the high-injury network, bike lanes, schools, and public perception.
2. Assess the quality and completeness of available data – including crash, transportation, land use, and demographic. If analysis methods require more information, JEO may recommend additional data collection such as pedestrian/bicycle activity on Central and around schools.
3. Based on the literature, policy, and data review, recommend the best analysis strategies and data requirements.

Relevant information on safety initiatives, safety targets and performance measures, safety issues, and funding opportunities will be included in the summaries.

JEO will research relevant literature and best practices from other states, cities, or counties. Emphasis will be placed on sources related to data-driven, analytical, and equitable approaches to transportation systems safety. Key findings of the included literature will be summarized and used to guide the subsequent tasks. Best practices identified across the sources will be distilled and synthesized as recommendations are developed.

Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation

TASK 4. Crash Data Analysis and Review

JEO will collect (Source: KDOT Crash Database, El Dorado crash map) and review crash, traffic volume, and roadway data for the most recent, available five (5) to ten (10) year period to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the city and its immediate sphere of influence.

JEO will:

1. Analyze existing conditions and historical trends that provide a baseline level of crashes involving fatalities and serious injuries. This includes an analysis of crash location, severity, contributing factors, and crash types by relevant road users (vehicle, motorcycle, pedestrian, bicycle rider, etc.).

2. Analyze systemic and specific safety needs (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic and structural issues, etc.).
3. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, roadway lighting, pedestrian crossings, railroad crossings, etc., for each road user (vehicles, motorcycles, bicycle riders, and pedestrians).
3. Use best practices, methods, and datasets identified in Task 3 to inform the Action Plan, including:
 - a. trends in crash data and population data.
 - b. prevalence of crash types, especially those resulting in fatalities and serious injuries.
 - c. distribution of crashes, including geospatial analysis of crashes and road typologies or system characteristics.
 - d. analysis of crash data within underserved areas of the community; and
 - e. data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development.

In sum, JEO will identify:

1. High-injury Network
 - a. High-injury Corridors (such as the highest fatal and severe injuries crashes, rates, or other). This leads to spot analyses.
 - b. High-injury Intersections (such as the highest fatal and severe injuries crashes, rates or other). This leads to spot analyses.
2. High-injury Risk Factors
 - a. Factors associated with roadway configuration, traffic control, and environmental. This leads to systemic analyses.
 - b. Factors associated with demographics and behavioral. This leads to education and enforcement initiatives.

Deliverables: Statistical analysis summary, systemic analysis summary, maps (e.g., crashes, high-injury risk factors, high-injury network); a task summary will be developed to be included as a chapter of the final plan documentation.

TASK 5. Stakeholder and Public Engagement

JEO will prepare a public participation (P2) plan for implementing an equitable and authentic public engagement process. The plan will outline key strategies for creating robust engagement with the El Dorado community to gain valuable feedback and buy-in for the Action Plan. The P2 plan will be updated throughout the project's life and based on best management practices outlined by the International Association of Public Participation (IAP2).

JEO will include the following, as well as specific outreach tactics, as part of the strategy for the final P2 plan:

1. Identify areas of the community that are disproportionately impacted by traffic risks and ensure input is received from these traditionally underrepresented communities.

2. Assess the feedback received, including the activity and participants engaged, and how the feedback will be incorporated into the Action Plan.
3. Coordinate with the City to identify safety concerns and locations of interest and to obtain feedback on recommendations.

JEO has outlined the following outreach tactics to be completed as part of the Action Plan:

1. Public meeting – JEO, in coordination with the City of El Dorado, will host two open house meetings during the planning process. The first meeting will update the public on the planning process and seek input related to problem identification. The second meeting will seek input on draft recommendations and project prioritization. (As an alternative, the second meeting could be held near the end of the project to present the final plan to the public.) JEO will develop meeting invitations, displays, and collateral materials like fact sheets. JEO will reserve the meeting location and logistics with assistance from the City of El Dorado. The City is also responsible for disseminating meeting invitations. Depending on participation in the first meeting, JEO may recommend alternative engagement strategies for the second meeting such as participation at an already planned event.
2. Pop-up Tables – JEO, in coordination with the City of El Dorado, will support the development of materials for the City to use at a project information table at identified community events. JEO staff will attend up to two pop-up table events and support the City in hosting additional pop-up tables.
3. Public surveys – Coordinating with the City of El Dorado, JEO will develop up to two surveys to distribute to citizens via the City of El Dorado website and social media accounts. The initial survey will get feedback from the public regarding their general transportation safety concerns when using the City's street network, whether it be driving, using transit, walking, biking, or some other non-motorized mode of travel. This first survey will supplement information received at the first public meeting. Results will be gathered and analyzed, and results will be presented to the City during a progress meeting. A second survey will present citizens with the high injury network, high injury risk factors, and proposed countermeasures. Survey questions will focus on whether they concur with the findings and give opportunity to prioritize projects. This second survey will supplement information received at the second public meeting. Feedback from this survey will be summarized and will be factored into prioritizing mitigation and future safety projects.
4. Focus group discussions—JEO will host up to five (5) focus group discussions regarding roadway safety to engage various interest groups in the community. The City of El Dorado will provide a preliminary list of proposed focus group participants, and JEO will solicit interest during the first open house. The focus group discussions will be hosted at central locations relevant to the focus group.
5. Collateral updates – JEO will provide content for up to five (5) project updates for the City of El Dorado to share on its website and social media channels. This includes any related social graphics needed to accommodate each posting and the needed translations, up to five (5).

Deliverables: Public Information Materials, Public Open House Meeting (meeting materials and summary report), Documentation of Focus Group Discussions, Public Involvement Summary Report

Public Involvement Services assume that the following items are not included:

- Development or USPS-standardization of a distribution list(s) for direct mailing.
- Print and post public meeting awareness materials if the quantity exceeds 500 (per mailing).

TASK 6. Strategy and Project Selections

Diagnosis and Countermeasure Selection:

Based on the High Injury Network identified in Task 4 and findings in the 2024 transportation study, JEO will study up to fifteen (15) intersections and/or corridors for recommendations that may lead to spot improvement projects. This will include the development of collision diagrams and consideration of FHWA's Proven Safety Countermeasures and other resources.

Based on the High Injury Risk Factors associated with roadway geometry, traffic control, and environmental factors identified in Task 4, JEO will consider recommendations that may lead to systemic improvement projects. This will include maps that locate these risk factors across the city and consideration of the FHWA's Proven Safety Countermeasures and other resources. Lower-cost safety solutions are key pieces of the planning process and final plan. Traffic calming for pedestrian safety will be considered during this task.

Based on the High Injury Risk Factors associated with demographic and behavioral factors identified in Task 4, JEO will consider recommendations that may lead to education (such as teen driver and older driver programs) and enforcement initiatives (such as weekly messaging.) This will include consultation with the Steering Committee and consideration of NHTSA's Countermeasures That Work and other resources.

These strategies and countermeasures will focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. An equity impact assessment of the proposed strategies and projects will be performed. JEO will also develop methods to measure progress over time and ensure transparency in reducing roadway fatalities and serious injuries.

In this task, we will also provide a comprehensive toolkit of evidence-based countermeasures tailored to address specific safety challenges identified through data analysis. This toolkit will include a range of engineering, enforcement, emergency medical services, and education strategies designed to mitigate risks and enhance overall safety. Additional information on grant opportunities and funding sources in the previous task will be detailed during this task, including source, purpose, and probability of success. This information could be made available to the public on the city's webpage. A funding strategy will also include recommendations and advice for securing funding for project implementation.

Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation

TASK 7. Implementation Plan & Programs

Project Prioritization, Implementation, and Evaluation:

JEO will identify a comprehensive set of projects and strategies to address the identified safety-related needs.

Based on spot improvement projects identified in Task 6, JEO will develop a methodology for prioritizing capital improvement projects. This will include at minimum calculation of benefit to cost ratios and others factors as determined by the City such as equity and multi-modal.

Based on systemic improvement projects identified in Task 6, JEO will collect information that can be used by the City to prioritize and promote citywide solutions. This will include at minimum known crash modification factors, cost, and coverage (such as number of intersections or miles of corridor.)

Up to three written policies will be drafted for consideration by the City based on the findings of the Action Plan with topics such as speed zoning, stop signs, school zones, access management, traffic calming, etc.

Based on educational and enforcement initiatives identified in Task 6, JEO will include recommended programs for consideration by the City and other members of the Steering Committee.

JEO will develop action plans for implementing projects and initiatives prioritized in this Task 7. Level of detail provided in these action plans will be determined in consultation with the Steering Committee, but should:

1. Recognize the needs of all users of the multimodal transportation system, including those within underserved areas of the community.
2. Include method of implementation such as project, program, policy, etc.
3. Suggest grant opportunities and funding sources, as well as limitations and challenges.
4. Include potential projects that are feasible and applicable for grant funding.
5. Include conceptual infrastructure improvements with quantifiable costs.
6. Include an implementation schedule.
7. Identify roles and responsibilities for implementation.
8. Address project evaluation and prioritization.

JEO will work with the City and Steering Committee to develop performance measures that track overall progress from plan implementation such as crash reduction and infrastructure improvements (sidewalk, intersections, etc.)

In sum, JEO will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, potential updates to city design standards to align better safety best practices, and make recommendations for education and enforcement programs.

Deliverables: a task summary will be developed to be included as a chapter of the final plan documentation

TASK 8. Draft and Final Action Plan

JEO will prepare a draft of the Safe Streets for All Action Plan (Plan) for the City to review and comment on. This draft is to be provided as an electronic PDF. Comments received from the City will be incorporated into the final plan. Upon final review and consent by the City, JEO will develop a visually appealing report that is easy for policymakers and stakeholders to understand and communicates action plan strategies and recommendations. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats. Specifically, JEO should develop a final report that:

1. Is organized and communicates a clear message graphically and with accompanying text.
2. Is easy to read and understand.
3. Explain key implications related to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations. JEO shall provide the City with appropriate presentation materials for final review and approval of the Plan. For up to three (3) occurrences, JEO will assist city staff in presenting the Plan to relevant groups or governing bodies.

JEO will create a publicly accessible dashboard to be maintained by the City that tracks performance measures identified in the planning process and strategy implementation.

Deliverables: publicly accessible dashboard for City website; draft and final Action Plan documents in high-resolution, PDF format; meeting summaries and technical analyses will be included as an appendix of the plan document

TASK 9. Executive Summary/Fact Sheet

Upon completing the Plan, JEO will develop a brief executive summary or fact sheet in PDF format, relaying all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Deliverables: executive summary/fact sheet

City Responsibilities

The City of El Dorado will supply the following information:

- Assemble Steering Committee made up of representatives from the City, law enforcement, school, citizenry, hospital, emergency management, and others at the discretion of the City
- Land use and demographic data
- Aerial mapping (if already available)
- Relevant GIS Data (if already available)

Fee:

The proposed services will be completed on a time and expense basis, not to exceed \$200,000.

Task costs are summarized as follows:

Task 1 – Project Management	\$
Task 2 – Project Meetings and Coordination	\$
Task 3 – State of Practice and Data Review	\$
Task 4 – Crash Data Analysis and Review	\$
Task 5 – Stakeholder and Public Engagement	\$
Task 6 – Strategy and Project Selections	\$
Task 7 – Implementation Plan & Programs	\$
Task 8 – Draft and Final Action Plan	\$
Task 9 – Executive Summary/Fact Sheet	\$
Total	\$200,000

Commented [SB1]: To be determined after receiving comments on draft scope from City, not to exceed \$200,000.

Schedule:

The Project Schedule includes completion of the final report by April 1, 2026 for adoption by the City. This assumes notice to proceed no later than July 1, 2025 for a nine-month project.

EL DORADO

KANSAS

TO: City Commission
FROM: Emerald Ashlock, City Clerk/Executive Assistant
SUBJ: Consideration of an Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating the Gold Fest Common Consumption Area
DATE: July 7, 2025

Summary:

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

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

Attachments:

1. Common Consumption Ordinance

Funding Source:

Operation Impact:

Options/Alternatives:

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

Staff Recommendation:

Approve the Common Consumption Area as presented.

Commission Action:

Commissioner _____ moved to approve the Amendment to Chapter 9 of the Municipal Code Pertaining to Consumption on Public Property and an Amendment to Chapter 4 of the Municipal Code Creating the Gold Fest Common Consumption Area

Commissioner _____ seconded the motion.

ORDINANCE NO. G-

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

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

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

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

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

9.12.040 - Consumption on public property.

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

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

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

4.01.010 – Definitions.

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

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

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

4.30.010 - Common Consumption Area established.

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

4.30.011 - Common Consumption Area established.

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

4.30.012 - Common Consumption Area established.

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

4.30.13 - Common Consumption Area established.

- a) In accordance with K.S.A. 41-2659, and amendments thereto, the Governing Body hereby establishes the Gold Fest Common Consumption Area (“Gold Fest CCA”) located at the right-of-way of Main Street between Pine Avenue and 2nd Avenue and the right-of-way of Central Avenue between Star Street and Vine Street, provided that a common consumption area permit has been issued by the Director of the Kansas Department of Revenue Division of Alcoholic Beverage Control (“Director”).
- b) The possession and consumption of alcoholic liquor or cereal malt beverages in the Gold Fest CCA is authorized on Saturday, September 27, 2025. An exception may be made for a change in day or time if prior approval is granted via a special event permit approved by the Governing Body.

4.30.020 - Common Consumption Area - Rules of Conduct.

- (a) Sales Conditions. C C A permits are for the possession and consumption of alcoholic liquor or cereal malt beverages only. No sales of alcoholic liquor or cereal malt beverage may occur on premises covered by the CCA permit unless the sales are conducted by a caterer licensed in accordance with all City requirements for a catered event, a separate special event permit has been issued for that specific area, or a drinking establishment has been authorized in writing by the City Clerk or designee to operate a noncontiguous service area in accordance with K.S.A. 41-2659(e)(2).
- (b) Consumption Areas. Alcoholic liquor or cereal malt beverage drinks may be consumed on public property within the CCA including sidewalks and crosswalks. Still, they shall not be consumed in public parking lots, street parking stalls, or the public thoroughfare (“street”) unless the street has been closed to vehicular traffic for a special event approved by the Governing Body.
- (c) Purchases Outside of the CCA. The possession and consumption of alcoholic liquor or cereal malt beverage purchased outside of the CCA, and its participating licensees shall not be permitted inside the boundaries of the CCA without prior approval of a special event permit by the Governing Body.
- (d) Removal of Purchases from Within the CCA. No open container of alcoholic liquor or cereal malt beverage purchased within the CCA shall be removed from the boundaries of the CCA.
- (e) Containers and One-Drink per-person limit. All alcoholic liquor and cereal malt beverage removed from a licensed premises or otherwise sold within the CCA shall

be served in a paper or plastic cup no larger than sixteen (16) fluid ounces that displays the licensee's trade name or logo or other identifying mark that is unique to the licensee. No establishment participating in the CCA shall allow any person to leave their premises and enter the CCA with more than one such alcoholic beverage at a time. Paper or plastic cups shall be single serve and not be refilled by the licensee identified on the cup, by any other licensed establishment participating in the CCA, or by any other person or party.

- (f) Conduct. All persons within the CCA shall follow all laws and ordinances concerning the purchase, sale, and consumption of alcohol or cereal malt beverage. Any person acting in a way that violates any provisions of the Municipal Code, State public laws, including but not limited to any offenses against person, property, public peace, public safety, or public morals, will be removed from the CCA.
- (g) Licensed Premises. Any licensee of a licensed premises located within or immediately adjacent to the CCA may request permission from the Kansas Alcoholic and Beverage Control Director to participate in the CCA upon forms prescribed by the Director.
- (1) Removal of Alcohol from Licensed Premises. Any licensee of a licensed premises who has requested and received permission to participate in the CCA may allow its legal patrons to remove one alcoholic liquor or cereal malt beverage purchased from the licensee per person into the premises described by the CCA permit.
- (2) Noncontiguous Sales. In addition to their licensed premises, one or more licensees that have requested and received permission to participate in the CCA may offer for sale, sell, and serve alcoholic liquor or cereal malt beverage for consumption from one noncontiguous service area within the CCA, as designated and approved by the CCA permit holder. The licensee shall prominently display a copy of its drinking establishment license and the approval of the CCA permit holder at its noncontiguous service area.
- (3) Compliance with Applicable Laws. Each licensee within the CCA shall comply with all City ordinances, Federal and State laws regulating the purchase, sale and consumption of alcoholic liquor or cereal malt beverage. Any violations of the common consumption area restrictions, City ordinances, or State or Federal laws may result in revocation of the licensee's participation in the CCA. Each licensee within the CCA shall be liable for violations of all liquor laws governing the sale and consumption of alcoholic liquor or cereal malt beverage that occur on the licensee's premises.
- (4) Signage. Any licensed establishment that allows patrons to leave the establishment with an alcoholic beverage in an open container as provided in this Article shall maintain posted inside all exit doors for clear public view a map of the current boundaries of the entertainment district and a sign of at least eleven (11) inches by eight and one-half (8.5) inches that states the following:

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

4.30.030 - Common Consumption Area - Notification.

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

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

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

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

Bill Young, Mayor

ATTEST:

Emerald Ashlock, City Clerk

EL DORADO

KANSAS

TO: City Commission
FROM: Kevin Wishart
SUBJ: Consideration of Amendments to the Park and Recreation Facility Naming Policy.
DATE: July 7, 2025

Summary:

On July 5, 2011, the City Commission adopted the current policy regarding the naming of park and recreation facilities. The policy states that if a facility is to be named after an individual, that person must be deceased. At the request of the City Commission, the Parks and Recreation Advisory Board was asked to consider removing the requirement that the individual be deceased to be eligible for naming recognition. The Parks and Recreation Advisory Board met on June 4, 2025, to discuss the proposed change.

A motion was made and seconded to amend the policy by eliminating the requirement that the individual be deceased. After discussion, the Board was evenly split, with a vote of 2 in favor and 2 opposed. As a result, no recommendation was made by the Board, and the policy remains unchanged at this time.

Attachments:

1. Naming P&R Public Facilities Policies

Funding Source:

NA

Operation Impact:

Should the City's policy concerning the naming of parks and recreational facilities be amended to allow recreational facilities to be named after living persons? Section 3 of the current naming policy states that "The name used must not be duplicated or be confused with the names of existing facilities. If the recommendation is a person's name, it may include only the name of a person who is deceased." The City Commission may change its policies, provided such changes do not conflict with local, state, or federal law. A proposed change to allow park and recreation facilities to be named after living persons does not conflict with local, state, or federal law.

Options/Alternatives:

N/A

Staff Recommendation:

Staff recommends approval of the proposed amendment to the policy to allow park and recreation facilities to be named after individuals that are either living or deceased.

Commission Action:

Commissioner _____ moved to approve the amendments to the Park and Recreation Facility Naming Policy as recommended by the Park and Recreation Advisory Board.

Commissioner _____ seconded the motion.

NAMING PARKS & RECREATIONAL PUBLIC FACILITIES

Adopted by the City Commission on July 5, 2011

It is the policy of the City of El Dorado to name public facilities in accordance with their intended use and, where appropriate, to recognize distinguished citizens by naming parks or public facilities in their memory in their honor.

To assist in naming public facilities, a Park and Recreation Board shall meet "as needed". Appointees shall be residents of the City and at least 18 years of age. The appointees may be members of another Board or Commission.

The Board shall be charged with formulating recommendations to the City Commission.

1. All proposals for naming a facility shall be referred in writing to the Parks and Recreation Board for recommendation. The proposal shall describe the facility or park to be named, shall state the name being proposed and shall include reasons and qualifications of such a person having a facility or park named after him or her.
2. All proposals for any donations such as trees, gazebos, statues or equipment to be received in memory of a deceased person shall be referred in writing to the Parks and Recreation Board for recommendation.
3. The name used must not be duplicated or be confused with the names of existing facilities. ~~If the recommendation is a person's name, it may include only the name of a person who is deceased.~~
4. The person being distinguished must be one who has made a significant contribution to the City of El Dorado.
5. The selection of a name, if not a person's name, must be based on the function of the facility and the image the name would project.
6. The naming of City-owned facilities shall not be limited to new facilities. Existing facilities may be renamed if approved by the City Commission.
7. The Parks and Recreation Board shall review all proposals and forward recommendations to the City Commission.
8. The City Commission shall have the final authority for selection of an appropriate name upon recommendation of the Parks and Recreation Board.

EL DORADO

KANSAS

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Consideration of the Motion to Authorize the City Clerk to Provide Notice to the County Clerk of the City's Intent to Exceed the Revenue Neutral Rate for the Proposed 2026 Annual Budget.
DATE: July 7, 2025

Summary:

Per state law, the city is required to provide notice to the county of its intent to exceed the revenue neutral rate in order to generate more property tax revenue than in the prior year. Cities may decrease the mill levy after the notice is provided, but they can not increase it after the notice. The notice is due July 20, 2025.

The City's assessed valuation is \$129,685,561. In order to determine the worth of a mill, we must subtract the Neighborhood Revitalization Program in the amount of \$2,412,695, and the Tax Increment Financing in the amount of \$886,388. This provides the city with \$126,386 per mill. The notification from the County Clerk's office stated that in order to generate the same amount of property taxes as in the prior year, the city would need 55.669 mills. Utilizing the anticipated amount for a mill in 2026, the City would receive \$7,038,782. Should the city choose to utilize the proposed mill levy of 61 mills, the anticipated revenue would be 7,709,546.

Attachments:

1. RNR Notice of Intent-City of El Dorado

Funding Source:

The current mill levy is 58.417 and is broken down as follows:

General Fund - 46.362

Airport Fund - 0.897

Library - 5.043

Industrial Mill Levy - 0.979

Bond and Interest - 5.136

The proposed mill levy is 61.000 and is broken down as follows:

General Fund - 51.763

Airport Fund - 0.881

Library - 5.000

Industrial Mill Levy - 0.959

Bond and Interest - 2.397

Operation Impact:

The proposed mill levy could provide additional revenue to cover the following:

- 10% utility rate increase projected for electric and gas
- 5% increase in insurance rates
- \$27,000 (aggregate) increase for Judge, Prosecutor and Probation Officer

- \$50,000 increase for prisoner care
- \$27,500 increase for taser contract
- \$12,000 for mobile radio replacement in the Fire Department
- \$12,000 (aggregate) increase for recreation supplies, e.g. t-shirts, awards, athletic supplies
- \$549,325 increase to adopt the salary study and include increases to workers compensation costs
- \$1,000,000 for building, equipment and vehicle replacement/repair
- \$20,000 tree maintenance program for the city and residents
- \$80,000 Recreation Specialist
- \$60,000 increase to El Dorado Main Street

Options/Alternatives:

1. The City Commission may approve the submission of the Intent to Exceed the Revenue Neutral Rate to the County Clerk.
2. The City Commission may decline to submit the Intent to Exceed the Revenue Neutral Rate and request that staff make further cuts to the budget.

Staff Recommendation:

Staff recommend approving the submission of the Intent to Exceed the Revenue Neutral Rate to the Butler County Clerk's office. The City Commission and staff will then have the ability to continue work on the proposed budget to determine if the proposed mill levy is appropriate, or if it can be reduced.

Commission Action:

Commissioner _____ moved to authorize the City Clerk to provide notice to the County Clerk of the City's Intent to Exceed the Revenue Neutral Rate for the Proposed 2026 Annual Budget.

Commissioner _____ seconded the motion.

Notice of Revenue Neutral Rate Intent

**THE GOVERNING BODY OF _____, HEREBY NOTIFIES THE
BUTLER COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;**

_____ Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is
_____. The date of our hearing is _____ at _____ AM/PM and will be
held at _____ in _____, Kansas.

_____ No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to
the County Clerk on or before October 1, 20____.

WITNESS my hand and official seal on _____, 20____.

(Seal)

Clerk or Officer of Governing Body

NOTE: Notice required to be sent to County Clerk on or before 5 p.m. on July 20, otherwise Revenue Neutral Rate cannot be exceeded. Signed notice may be scanned and sent electronically.

EL DORADO

KANSAS

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Consideration of a Resolution Renaming North Field in East Park to "Doug Chance Field" in Honor of Former Butler Community College Softball Coach Doug Chance
DATE: July 7, 2025

Summary:

Jim and Lou Clennan recently requested that the North Field at East Park be named to honor Doug Chance, former women's softball coach at Butler Community College. Head coach Doug Chance stepped down following the 2022 season after eighteen successful years at the helm of the Butler Softball program. During his tenure, Chance accumulated an overall record of 772-177, a win percentage of 81%. His teams went 316-32 in KJCCC play and never lost more than five conference games in a season. He won back-to-back NJCAA National Championships in 2016 and 2017 while getting to the National Tournament twelve times in eighteen seasons. His teams won fourteen KJCCC titles and laid claim to the title in 11-straight seasons. His team has won twelve Region VI titles under Chance.

The Parks and Recreation Advisory Board considered this item at its meeting on June 4, 2025. A motion was made and seconded to rename North Field to Doug Chance Field. A vote resulted in a 2-2 tie, reflecting a split opinion among the board members in attendance.

Attachments:

1. Request to Rename North Field Doug Chance Field
2. Facility Naming Policy
3. Doug Chance Field Resolution

Funding Source:

Per board policy, a tied vote means no formal recommendation is issued to the City Commission. However, the matter is presented to the Commission for final determination, as allowed by the City's naming procedures.

Operation Impact:

Should the City amend its Facilities Naming Policy to allow the North Field at East Park to be named after Coach Doug Chance? The existing Parks and Recreation Facility Naming Facility requires the Parks and Recreation Advisory Board to provide the City Commission with a recommendation on all naming requests. The policy does not provide specific qualifications for consideration of a naming request, although it does specify that "the person being distinguished must be one who has made a significant contribution to the City of El Dorado."

The existing policy also requires that recommendations to name a facility include only persons who are deceased. At its June 4, 2025 meeting, the Park and Recreation Advisory Board recommended changing the policy to allow park and recreation facilities to be named after persons either living or deceased. This proposed amendment has not yet been approved by the City Commission, although it will be considered for approval at the next regular Commission meeting. Additional considerations are included in the attached policy document.

As a City policy, the City Commission may elect to amend the policy to reflect community interests and sentiment as it sees fit. Changing the policy and renaming the North Field does not conflict with any local, state, or federal law. It also does not conflict with any existing policy other than the one currently under consideration.

Options/Alternatives:

N/A

Staff Recommendation:

Staff recommends approval of the proposed designation of the North Field at East Park to honor the contributions of Doug Chance to Butler Community College and the El Dorado community.

Commission Action:

Commissioner _____ moved to approved a resolution renaming North Field in East Park to "Doug Chance Field" in honor of former Butler Community College Softball Coach Doug Chance.

Commissioner _____ seconded the motion.

*Jim and Lou Clennan
1845 Country Club Rd
El Dorado Ks 67042*

March 27, 2025

David Dillner
El Dorado City Mánager
220 W 1st
El Dorado Ks. 67042

Re: Naming the North field of the Softball Complex

Dear Mr. Dillner,

We are requesting that the Softball North field at the El Dorado East Park complex be named "Doug Chance Field" to honor the legendary former Softball coach of Butler Community College.

He was instrumental in bringing the Softball program into National prominence, winning National Championships and ranked in the top 20 of the NJCAA Division 1 the 18 years he coached. His contributions to the Softball program brought pride, not only to the college but to El Dorado. Many of his players were recruited to play at division I colleges.

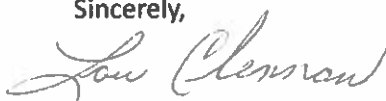
He is an incredible coach and individual. He received Conference Coach of the Year multiple times and most recently in 2025, he was inducted into the BCC Grizzly Athletic Hall of Fame.

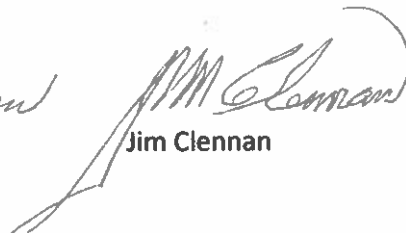
Over the years, Coach Chance put in many hours to better his program and improve the facility provided by the City of El Dorado. This included building a press box and securing seating (with backs) for the fans.

With the approval of our request, we will begin planning the event.

Coach Doug Chance is most deserving of this honor by the City of El Dorado. Thank you for your consideration to approve the naming of the north Softball field in his honor.

Sincerely,


Lou Clennan


Jim Clennan

Cc: Morgan Bohanan
BCC Softball Head Coach

Todd Carter
BCC Athletic Director

NAMING PARKS & RECREATIONAL FACILITIES

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- 2) All proposals for any donations such as trees, gazebos, statues or equipment to be received in memory of a deceased person shall be referred in writing to the Parks and Recreation Board for recommendation.
- 3) The name used must not be duplicated or be confused with the names of existing facilities. If the recommendation is a person's name, it may include only the name of a person who is deceased.
- 4) The person being distinguished must be one who has made a significant contribution to the City of El Dorado.
- 5) The selection of a name, if not a person's name, must be based on the function of the facility and the image the name would project.
- 6) The naming of City-owned facilities shall not be limited to new facilities. Existing facilities may be renamed if approved by the city commission.
- 7) The Parks and Recreation Board shall review all proposals and forward recommendations to the City Commission.
- 8) The City Commission shall have the final authority for selection of an appropriate name upon recommendation of the Parks and Recreation Board.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COMMISSION OF EL DORADO, KANSAS,
RENAMING NORTH FIELD IN EAST PARK TO "DOUG CHANCE FIELD" IN
HONOR OF FORMER BUTLER COMMUNITY COLLEGE SOFTBALL COACH
DOUG CHANCE**

WHEREAS, the City of El Dorado seeks to honor individuals who have made significant contributions to the community, particularly in the areas of athletics, education, and youth development; and

WHEREAS, Jim and Lou Clennan submitted a request to the City Commission to rename the North Field at East Park in honor of Doug Chance, recognizing his outstanding achievements and positive impact on the community through his service as the head coach of the Butler Community College women's softball program; and

WHEREAS, Coach Doug Chance served as head coach of the Butler Softball program for eighteen seasons, compiling an impressive career record of 772 wins and 177 losses, with a winning percentage of 81%; and

WHEREAS, under his leadership, Butler teams achieved a 316-32 record in Kansas Jayhawk Community College Conference (KJCCC) play, never losing more than five conference games in any single season, and winning fourteen KJCCC titles, including eleven consecutive titles; and

WHEREAS, Coach Chance guided his teams to twelve appearances in the NJCAA National Tournament, winning back-to-back National Championships in 2016 and 2017, and capturing twelve Region VI titles; and

WHEREAS, the Parks and Recreation Advisory Board considered the request at its meeting on June 4, 2025, and while the vote resulted in a 2-2 tie, the significance of Coach Chance's contributions and legacy remains undisputed among community members; and

WHEREAS, the City Commission desires to recognize and commemorate the accomplishments and influence of Coach Doug Chance on generations of student-athletes and the El Dorado community;

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

1. **Naming of Field:** The North Field at East Park shall hereby be renamed "**Doug Chance Field**" in honor of former Butler Community College softball coach Doug Chance and his extraordinary contributions to athletics and the community.
2. **Signage and Dedication:** City staff is directed to coordinate the installation of appropriate signage and updates to city records to reflect the new name.
3. This resolution shall be in full force and effect from and after its passage and approval by the City Commission

PASSED AND APPROVED this 7th day of July 2025.

Bill Young, Mayor

ATTEST:

Emerald Ashlock, City Clerk