



EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
September 2, 2025 - 5:30 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation** - Pastor David Crook, Southern Baptist Church
- 4. Pledge of Allegiance**

Proclamations and Recognition

- 5. National Senior Center Month Proclamation**

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.)*

- 6. City Commission Meeting Minutes from August 4, 2025, City Commission Work Session Minutes from August 13, 2025, and City Commission Meeting Minutes from August 18, 2025.**

Old Business

New Business

- 7. Consideration of a Request to Extend the Community Development Block Grant (CDBG) for 142 N. Main Street to Allow for Additional Work to be Completed.**
- 8. Consideration of a motion authorizing the City Manager to execute a Development Agreement with Cedar Ridge Estates El Dorado, LLC, subject to the creation of the CID and RHID.**
- 9. Consideration of an Ordinance creating the Cedar Ridge Estates Community Improvement District and authorizing public infrastructure projects to support said development.**
- 10. Consideration of a Resolution setting a public hearing under the Kansas Reinvestment Housing Incentive District Act, for Monday, October 6, 2025, at 5:30 pm, in the Commission**

Chambers, directing the City Clerk to publish the resolution in the official City newspaper and to deliver certified copies to the Planning Commission, Unified School District No. 375, and the Board of County Commissioners.

11. Consideration of an Ordinance designating Towanda Avenue as a main trafficway and designating certain trafficway connections.
12. Consideration of an Ordinance authorizing the construction of stormwater drainage improvements to serve Cedar Ridge Estates, Phase I.
13. Consideration of a Resolution authorizing trafficway connection improvements, water system improvements, and sanitary sewer improvements, and authorizing GO bonds for Cedar Ridge Estates, Phase I.

Discussion Items

Reports

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

Adjournment

16. Consideration of a motion to adjourn

EL DORADO

K A N S A S

PROCLAMATION

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and strengthen our community; and

WHEREAS, the El Dorado Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of El Dorado and

WHEREAS, through the wide array of services, programs, and activities, senior centers empower older citizens of El Dorado to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, El Dorado Senior Center has been a community partner in ensuring that older adults in our community are able to stay connected, safe and healthy; and

WHEREAS, the 132 senior centers(s) in Kansas affirm the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

NOW, THEREFORE, I, Bill Young, Mayor of the City of El Dorado, Kansas, do hereby proclaim September 2025 as:

“National Senior Center Month”

in the City of El Dorado, and I encourage all residents to observe this week by practicing and promoting safe bicycling habits in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of El Dorado to be affixed on this 2nd day of September 2025.

Mayor Bill Young

Seal

Emerald Ashlock, City Clerk

EL DORADO CITY COMMISSION MEETING

August 4, 2025

The El Dorado City Commission met in a regular session on August 4, 2025, at 5:30 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

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Jason Patty	Director of Public Utilities	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Elizabeth Blakely	Management Intern	El Dorado, KS
Sidnie Russell		El Dorado, KS
Brad Meyer	Director of Public Works	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the August 4, 2025, to order.

INVOCATION

Commissioner Leon Leachman opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read the National Night Out Proclamation.

PERSONAL APPEARANCE

Mayor Bill Young opened the floor for Personal Appearances.

Emily Connell, Director of El Dorado Main Street, presented the 2nd Quarter update.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

Sidnie Russell, Elementary Music Teacher, proposed the creation of the El Dorado Youth Symphony Orchestra.

CONSENT AGENDA

City Commission Meeting Minutes from July 7, 2025, and City Commission Work Session Minutes from July 16, 2025.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF THE APPROVAL OF A BID FOR PROJECT NO. 631, THE RESURFACING OF CENTRAL AVENUE FROM JONES TO HAVERHILL.

City Engineer Scott Rickard stated that The City was awarded a KDOT CCLIP-SP (Connecting Link Surface Preservation) grant for this project through a competitive statewide selection process. This project was prioritized in the City's Pavement Management Plan due to its deteriorating surface condition, high traffic volumes, and strategic location within the network.

Commissioner Kelly Tetrick moved that since APAC-Kansas has submitted the lowest and best bid of \$488,519.41 for Project No. 631, the City Manager be directed to award the contract to said contractor providing that the company furnish the proper bonds.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A REDEVELOPMENT PROJECT PLAN AND ESTABLISHMENT OF A REINVESTMENT HOUSING INCENTIVE DISTRICT FOR 124 S. MAIN STREET IN ACCORDANCE WITH K.S.A. 12-5241 ET SEQ.

City Manager David Dillner stated that city staff and Gillmore Bell have prepared a resolution calling for a public hearing regarding the establishment of a Reinvestment Housing Incentive

District (RHID) for the historic Masonic Hall property at 124 S. Main Street. The proposed RHID would support the redevelopment of the vacant three-story building into a mixed-use project featuring income-restricted residential units on the upper floors and commercial space on the ground floor. The resolution is the next formal step in the RHID process and sets the public hearing for September 15, 2025.

Commissioner Leon Leachman moved to approve a Resolution setting a public hearing to consider the adoption of a redevelopment project plan and establishment of a Reinvestment Housing Incentive District for 124 S. Main Street in accordance with K.S.A. 12-5241 et seq.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION SETTING A PUBLIC HEARING FOR THE PURPOSE OF ABATING OR REMOVING OF DANGEROUS STRUCTURES AT 918 N GORDY, 920 N GORDY, 937 OAK, 1500 W 2ND, 1015 N TAYLOR, 610 W 10TH, 501 W 12TH, 1125 N WALNUT.

City Engineer Scott Rickard stated that staff have identified nine residential structures that meet the criteria of being dangerous, unsafe, or unfit for human habitation or use under Chapter 15.16 of the El Dorado Municipal Code. These findings were based on visual inspections, code enforcement records, and physical observations of long-term neglect, fire damage, or structural decay. The properties proposed for formal review and possible abatement include 918 N. Gordy, 920 N. Gordy, 937 Oak Street, 1500 W. 2nd Avenue, 1015 N. Taylor Street, 610 W. 10th Street, 501 W. 12th Avenue, 502 W. 12th Avenue, and 1125 N. Walnut Street.

Commissioner Kendra Wilkinson moved to approve a Resolution authorizing the scheduling of a public hearing on September 15, 2025, at 5:30 for the purpose of abating or removing the dangerous structures at 918 N Gordy, 920 N Gordy, 937 Oak, 1500 W 2nd, 1015 N Taylor, 610 W 10th, 501 W 12th, 502 W 12th and 1125 N Walnut.

Commissioner Leon Leachman seconded the motion.

Motion carried 5-0.

CONSIDERATION OF THE APPROVAL OF THE EXCESS SALES TAX COMMITTEE RECOMMENDATIONS.

Assistant City Manager Tabitha Sharp stated that each year, the Excess Sales Tax Committee reviews funding requests from City staff requesting the use of excess sales tax proceeds. The committee considers each funding request and then submits its recommendations to the City Commission for final review and consideration. Staff recommends approving the recommendations of the Excess Sales Tax Committee except for the Youth Facilities.

Commissioner Syndee Scribner moved to accept the recommendation of the Excess Sales Tax Committee, except for the Youth Recreation Facility funds, which will be decided on at a future date.

Commissioner Kelly Tetrack seconded the motion.

Motion carried 5-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Kendra Wilkinson stated that Main Street met on July 24th and had a good discussion on upper-level housing. She stated that on the 14th of August, Main Street is hosting a Meet and Greet for the new President of Butler Community College.

CITY MANAGER REPORT

City Manager David Dillner stated that, as Scott mentioned, the City got a CCLIP grant for mill and overlay on Central Avenue from Jones to Haverhill.

City Manager David Dillner stated that the City also got a Highway Safety Improvement Project grant for 6th and Main.

City Manager Dillner stated that the Community Relief Funds for the June 3rd Flood are being distributed by the United Way and the El Dorado Community Foundation.

City Manager Dillner stated that the Public Utilities Department is finishing up the Haverhill and Central water main project.

City Manager Dillner stated that the Vintage lift station project will start next Monday.

City Manager Dillner stated that the Public Utilities department will also begin replacing the water main on South Denver next Monday.

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 6:22 p.m.

EL DORADO CITY COMMISSION MEETING

August 4, 2025

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

The El Dorado City Commission met in a work session on August 13, 2025, at 5:00 p.m. in the Commission Room with the following present: Vice-Mayor Syndee Scribner, Commissioner Kelly Tetrick, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner. Absent: Mayor Bill Young

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
Brad Meyer	Public Works Director	El Dorado, KS
Elizabeth Blakely	Management Intern	El Dorado, KS
Emerald Ashlock	City Clerk/ Executive Assistant	El Dorado, KS
Joe Haag	Fire Chief	El Dorado, KS
Ken Huffman	IT Director	El Dorado, KS
Caleb Fistler	Fire Department	El Dorado, KS
Jason Patty	Public Utilities Director	El Dorado, KS
Haley Remsberg	HR Manager	El Dorado, KS
Kyla Willson	Payroll & Benefits	El Dorado, KS
Andrew Tipton		El Dorado, KS
Howard Goldsmith	IT	El Dorado, KS
Jeff Murphy	Deputy Police Chief	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS

CALL TO ORDER

Vice-Mayor Syndee Scribner called the August 13, 2025, meeting to order.

WORK SESSION DISCUSSION ITEMS

PROPOSED 2026 BUDGET DISCUSSION

The City Commission reviewed the proposed options for the 2026 Budget. A public hearing on the budget is scheduled for the September 15, 2025, City Commission meeting, after which the Commission will vote on final approval.

REGULAR AGENDA PREVIEW

The City Commission reviewed the upcoming agenda for August 18, 2025.

COMMISSION REPORTS

There were no reports.

CITY MANAGER REPORTS

There were no reports.

ADJOURNMENT

Commissioner Kendra Wilkinson moved to adjourn the meeting at 5:43 PM.

Commissioner Leon Leachman seconded the motion.

Motion carried 4 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

EL DORADO CITY COMMISSION MEETING

August 18, 2025

The El Dorado City Commission met in a regular session on August 18, 2025, at 5:30 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

Mike Holton	Police Chief	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Elizabeth Blakely	Management Intern	El Dorado, KS
Brad Meyer	Director of Public Works	El Dorado, KS
Jennifer Milbourn		El Dorado, KS
Brookes Milbourn		El Dorado, KS
Andrew Tipton		El Dorado, KS
Emily Connell	El Dorado Main Street	El Dorado, KS
Paige McDaniel	El Dorado Chamber	El Dorado, KS
Pastor Corry Landreth	Haverhill Real Life Church	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the August 18, 2025, to order.

INVOCATION

Pastor Corey Landreth, Real Life Church, opened the meeting with an 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.

Paige McDaniel, Interim Director of El Dorado Chamber, presented the 2nd Quarter update.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no Public Comments.

CONSENT AGENDA

City Commission Meeting Minutes from July 21, 2025, and City Commission Work Session Minutes from July 23, 2025.

Consideration of an Amendment to the Gold Fest Common Consumption Area.

Approval of Appropriation Ordinance No. 07-25 in the amount of \$2,265,609.98.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

PUBLIC HEARING

There was no Public Hearing.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF AN ORDINANCE REQUESTING A SPECIAL USE PERMIT FOR AN ACCESSORY APARTMENT AT 255 SE 20TH STREET

City Manager David Dillner stated that the Planning Commission held a public hearing on July 24, 2025, to review a Special Use Permit (SUP) application to allow an accessory apartment at 255 SE 20th Street. The applicant proposes to remodel the existing detached garage into a one-bedroom apartment with separate water and electric meters. The property currently contains two occupied single-family homes. Under the El Dorado Zoning Regulations, an accessory apartment is defined as “an accessory use residential unit that is detached from a principal single-family residential unit.” The subject property is zoned A-R (Agricultural Residential District), where an accessory apartment requires an SUP in accordance with Article 10 – Special Use Permits. The property lies within El Dorado’s Extraterritorial Jurisdiction (ETJ), meaning land use and zoning decisions fall under the City’s authority, while Butler County retains jurisdiction over building permitting and inspections pursuant to the Interlocal Agreement between Butler County and the City of El Dorado. The City Planning Commission reviews and decides zoning and land use matters in the ETJ, and Butler County issues building permits for construction in this area.

Butler County provided a positive recommendation for this case at its July 22, 2025 meeting. The Planning Commission also recommended approval of the request. Per City Code, a supermajority vote of the City Commission is required to overturn a Planning Commission recommendation; a simple majority is required to approve.

Commissioner Kelly Tetrick moved to approve an Ordinance for Case No. 25-04 SUP, requesting a Special Use Permit for an accessory apartment at 255 SE 20th Street.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF AN ORDINANCE AMENDING APPENDIX A OR THE ZONING REGULATIONS TO ALLOW PUBLIC ASSEMBLY VENUES BY SPECIAL USE PERMIT IN THE A-R AND R-S ZONING DISTRICTS.

City Manager David Dillner stated that On July 24, 2025, the Planning Commission held a public hearing to consider a zoning text amendment to allow Public Assembly Venues by Special Use Permit (SUP) in the A-R (Agricultural Residential) and R-S (Rural Suburban) districts. While the original request originated from a specific property and proposed event use, the Planning Commission evaluated the amendment based on its general applicability and long-term policy implications. Per the City's Zoning Regulations, a "Public Assembly Venue" is defined as: An establishment that primarily provides sufficient space and facilities for more than 20 people to congregate for a singular purpose or event. Typical uses include public or private auditoriums, houses of worship, meeting halls, community centers, performing arts theaters, and concert halls. Does not include motion picture theaters, sports arenas and stadiums, or conference rooms associated with businesses or offices. May include incidental concessions, gymnasiums, non-commercial kitchens, and offices.

Commissioner Syndee Scribner moved to approve an Ordinance amending Appendix A of the Zoning Regulations to allow Public Assembly Venues by Special Use Permit in the A-R and R-S zoning districts.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Mayor Bill Young stated that EFABC met, and it was a quick and straight forward meeting.

Commissioner Kendra Wilkinson stated that Main Street hosted a meet and greet for Butler's new President, Dr. Daniel. She stated that Dr. Daniel talked about getting Butler more involved in the Community.

CITY MANAGER REPORT

City Manager David Dillner stated that next weeks Work Session will have the concepts for the Forest Park Band Shell as well as the Gordy Park Pavillion Projects. He stated that we will also have the Aquatic Center proforma and options to discuss.

City Manager David Dillner stated that on the Central and Haverhill project it is still constructed down to one lane. He stated that they are cleaning up the project so, it will return back to normal traffic very soon.

City Manager Dillner stated that they will be starting the mill and overlay in September. He stated that will go from Haverhill to Jones.

City Manager Dillner stated that the Central Avenue Bridge, US 54 going east, will at some point in the near future be moved to a one lane bridge, if not all together closed. He stated that KDOT is evaluating how to do a bridge stabilization project. He stated that with the June 3rd flooding some of the stabilization around the bridge abutments need some stabilization. He stated that the bridge is still safe to drive over now, but they do want to get that shored up.

City Manager Dillner stated that the City will be asking for feedback from the public with respect to Safe Streets for All safety action plan.

City Manager Dillner stated that the

ADJOURNMENT

Commissioner Leon Leachman moved to adjourn the meeting at 5:52 p.m.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5 – 0.

City Clerk Emerald Ashlock

Mayor Bill Young

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a Request to Extend the Community Development Block Grant (CDBG) for 142 N. Main Street to Allow for Additional Work to be Completed.
DATE: September 2, 2025

Summary:

The final elevator inspection identified additional work that must be completed before final clearance can be issued. In addition, the remaining grant funds have not yet been drawn down. Due to staffing delays at the Department of Commerce, the deposit timeline has been extended, preventing full expenditure of funds by the current August 31, 2025, grant expiration date. To allow completion of these final steps, the City is requesting an extension of the grant deadline to October 31, 2025.

Attachments:

1. El Dorado CR - Project Date Time Ext Req Ltr 9
2. El Dorado CR - Contract Amendment #9

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 October 31, 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. 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 a Contract Amendment with the Kansas Department of Commerce for a time extension on an outstanding CDBG Commercial Rehabilitation Grant for 142 N. Main through October 31, 2025.

Commissioner _____ seconded the motion.

August 20, 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 August 31, 2025. The City of El Dorado would like to extend the completion date to October 31, 2025.

The final elevator inspection resulted in some additional work needing to be done to achieve the final clearance. In addition, the remaining grant funds have not been drawn down and as the deposit timeline is now extended due to Commerce staffing shortages, the funds will not be fully expended by the current August 31st grant expiration date. To accommodate these final steps, the City is requesting a time extension to October 31, 2025.

Sincerely,

Bill Young
Mayor, City of El Dorado

**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

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a motion authorizing the City Manager to execute a Development Agreement with Cedar Ridge Estates El Dorado, LLC, subject to the creation of the CID and RHID.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs). The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service.

The Development Agreement mirrors this structure: the City issues general obligation debt for public infrastructure; RHID funds are applied first; and if there is a shortfall after the Initial Debt Service Date, CID assessments may be levied on undeveloped property to make the payment.

The Development Agreement allocates responsibilities to each party and states that the City will construct infrastructure improvements to City standards. The agreement limits property to residential use unless the City approves otherwise, protecting RHID eligibility and neighborhood intent. The agreement also keeps the project on schedule and ties “progress” to RHID collections sufficient to cover debt service.

Because the RHID does not legally exist until after the statutory public hearing and adoption of an ordinance, tonight’s authorization is expressly subject to the creation of both the CID and RHID to keep the City protected and the agreement consistent with the Act.

Attachments:

1. Cedar Ridge Development Agreement
2. DEVELOPMENT PLAN
3. RHID Financial Estimate

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).

- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.
- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Development Agreement with Cedar Ridge Estates El Dorado, LLC.
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Development Agreement with Cedar Ridge Estates El Dorado, LLC, subject to the creation of the CID and RHID.

Commission Action:

Commissioner _____ moved to authorize the City Manager to execute the Development Agreement with Cedar Ridge Estates El Dorado, LLC, subject to the creation of the CID and RHID.

Commissioner _____ seconded the motion.

**DEVELOPMENT AGREEMENT
CEDAR RIDGE ESTATES
REINVESTMENT HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of [Date] (the “**Effective Date**”), by and between the **CITY OF EL DORADO**, Kansas, a municipal corporation of the State of Kansas (“**City**”), and **Cedar Ridge Estates El Dorado, LLC**, a Kansas limited liability company (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

A. Developer has acquired an interest in the real property located within the boundaries of City and described on ***Exhibit A*** attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer desires to develop the Property by constructing a residential housing subdivision (The “**Cedar Ridge Estates Project**”) as more fully described herein.

C. City has determined that the construction of the Cedar Ridge Estates Project is in the best interest of the City and its environs.

D. The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to Cedar Ridge Estates Project.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**Cedar Ridge Estates CID**” the Community Improvement District by that name created pursuant to the CID Act and CID Documents, which CID Documents are attached as **Exhibit []** hereto.

“**CID Act**” K.S.A. 12-6a26 *et seq.*

“**CID Assessments**” Means assessments levied upon the Undeveloped Property on a per square foot basis, the first levy of which to take place following the Initial Debt Service Date.

“**CID Documents**” means the Petition requesting the creation of the Cedar Ridge Estates CID and Ordinance No. [] passed by the Governing Body establishing the Cedar Ridge Estates CID, attached as **Exhibit [F]** hereto.

“**City**” means the City of El Dorado, Kansas.

“City Expenses” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District and Cedar Ridge Estates CID as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“City Infrastructure Improvements” means the water, paving, drainage and sanitary sewer improvements (and all other improvements related thereto) for the Cedar Ridge Estates Project agreed to be constructed by the City, the estimated costs of which (exclusive of financing costs and costs of issuance) are set forth as *Exhibit D* hereto and shall be eligible costs for reimbursement to the City from RHID Funds or CID Assessments as set forth herein.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Cedar Ridge Estates Project including all associated infrastructure improvements.

“Developer” means [Developer], a Kansas [limited liability company], or its permitted successors or assigns.

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act.

“Development Project” means single family residential units and auxiliary structures to be constructed on the Property in accordance with the Concept Site Plan.

“District” means The Cedar Ridge Estates Reinvestment Housing Incentive District established pursuant the RHID Ordinance.

“General Obligation Indebtedness” means the City’s general obligation bonds issued to permanently finance City Infrastructure Improvements.

“Governing Body” means the City Commission of the City of El Dorado, Kansas.

“Initial Debt Service Date” means the date on which the first payment of General Obligation Indebtedness shall become due.

“Interim Indebtedness” means temporary notes or other temporary financing obligations of the City issued to provide funding for the City Infrastructure Improvements, interest on interim financing, and costs of issuance prior to the issuance of General Obligation Indebtedness.

“Material Change” means any change in the Concept Site Plan that does not conform to the Planned Unit Development application for the Project approved by the Governing Body.

“Mayor” means the Mayor of the City of El Dorado, Kansas or their duly authorized agent.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in the RHID Ordinance and CID Documents.

“RHID Funds” means those amounts paid from the Butler County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Development Project.

“RHID Ordinance” Ordinance No. [____] passed by the Governing Body establishing the District and approving the Development Plan and attached as **Exhibit E** hereto.

“Reinvestment Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Undeveloped Property” means any real estate parcels in the Cedar Ridge Estates CID for which a certificate of occupancy has not been issued by the Initial Debt Service Date.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

- (a) ***Due Authority.*** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.
- (b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any

agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement other than as set forth herein.

(e) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developers. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Development Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) ***Compliance with Laws.*** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) ***Other Disclosures.*** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(i) ***Approvals.*** The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Development Project; or reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(j) ***Construction Permits.*** All governmental permits and licenses required by applicable law to construct, occupy and operate the Development Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Development Project to be constructed.

2.3 Maintenance of Existence. During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. As a precondition to the effectiveness of this Agreement, the Developer will ensure that the City has received the following documents:

(a) a copy of the Developer's Articles of Incorporation certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Bylaws of the Developer; and

- (c) the Concept Site Plan.

ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT

3.1 District Creation. Pursuant to the RHID Ordinance, the City has previously created the District and approved the Development Plan. Neither the Board of Education of Unified School District No. 375 nor the Board of Commissioners of Butler County, Kansas found that the creation of the District would have an adverse effect on such body.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project, with approval from the City provided that such approval will not act as a waiver, alteration, or replacement of any required zoning, planning, permitting and inspection requirements.

4.2 Project Milestones and Schedule.

The Developer agrees to meet the Project Milestones not later than the times set forth in ***Exhibit B*** or the Developer will be in material breach of this Agreement. In addition to the Project Milestones set forth on ***Exhibit B***, the Developer will be in compliance with the Progress Milestones if:

(a) General Obligation Indebtedness has been issued by the City and annual RHID Funds are generated in an amount equal to or greater than the related debt service requirements on such General Obligation Indebtedness; or

(b) the City has paid for the City Infrastructure Improvements from sources other than General Obligation Indebtedness and annual RHID Funds are generated in an amount equal to or greater than the pro-rata amount necessary to fully reimburse the City in equal annual installments through the remaining life of the District.

4.3 City Infrastructure Improvements Construction.

(a) The City will construct the City Infrastructure Improvements in accordance with City standards and specifications for similar projects.

(b) Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the City Infrastructure Improvements and City will reasonably cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements from third-parties unrelated to Developer will be considered an Eligible Cost.

4.4 No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny governmental approvals pursuant to the City's regulatory authority as provided by city building code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's planning commission and governing body in accordance with the City's zoning ordinance, the City building code and applicable State law.

4.5 Land Use Restriction. The Developer agrees that the Property will be utilized for residential purposes only and all other types of land uses are prohibited in the Development Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land.

4.6 Financing of City Infrastructure Costs. The City, in its sole discretion, may finance any City Infrastructure Improvements of the through the issuance of Interim Indebtedness or General Obligation Indebtedness. The City will be the sole party entitled to reimbursement of the costs of the City Infrastructure Improvements from RHID Funds and/or CID Assessments. The City will first utilize RHID Funds to satisfy the annual debt service requirements of any outstanding General Obligation Indebtedness and to pay, or reimburse the City for prior payment of, City Expenses. All other costs of the Development Project will be paid in cash, or financed, by the Developer.

4.7 RHID Funds Shortfall; CID Assessments. As set forth in the CID Documents, in the event that RHID Funds are not sufficient to pay the annual debt service requirements on the Bonds, following the Initial Debt Service Date, the CID Assessments may be levied upon the Undeveloped Property in such amounts as necessary to provide funds to pay any portion of debt service on the General Obligation Indebtedness not otherwise paid from RHID Funds.

ARTICLE VI GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, (i) the City may terminate this Agreement if bids received for construction of the City Infrastructure Improvements are greater than the engineering estimates that have been prepared and submitted to the City as of the Effective Date, and (ii) City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 30 days after receipt of written notice from City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

5.2 Obligations Not Terminated. The termination of this Agreement shall not impair, abate, or rescind the City's ability to levy the CID Special Assessments pursuant to the CID Documents.

5.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) The obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City.

5.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 7.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 7.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

(c) Notwithstanding any other provision of this Agreement, if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within 60 days after receipt of written notice from City of such default or breach, the City may deem Developer's Eligible Expenses to be \$0 and continue to collect and utilize RHID Funds until all Bonds have been paid in full, after which the City may terminate this Agreement and repeal the Ordinance establishing the District.

5.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the project or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further

provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(a) In the case of Developer, to:

(b) In the case of City, to:

City of El Dorado, Kansas
Attention: City Manager

220 E 1st Ave. El Dorado, KS 67042
Email: ddillner@eldoks.gov
Phone: (316)321-9100

with a copy to:
Gilmore & Bell, P.C.
Attention:
100 North Main
Suite 800
Wichita, Kansas 67202
Email:
Phone: (316) 267-2091

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 7.6**.

5.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development Project, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.9 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.10 Entire Agreement; Amendment. The Parties agree that this Agreement, the Concept Plan, collectively constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

5.11 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

5.12 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.13 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.14 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

5.15 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 5.15** will, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Development Project, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Development Project, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

5.16 Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

5.17 Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

5.18 No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

5.19 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the latest of: (i) the closing date that follows (i) the date that all General Obligation Indebtedness has been paid from RHID Funds or CID Assessments; or (i) 25 years after the date of the RHID Ordinance.

5.20 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF EL DORADO, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Cedar Ridge Estates El Dorado, LLC

By: _____
Name: J. Wesley Struthers
Title: Resident Agent

EXHIBIT A

PROPERTY DESCRIPTION CEDAR RIDGE ESTATES PHASE 1 REINVESTMENT HOUSING INCENTIVE DISTRICT

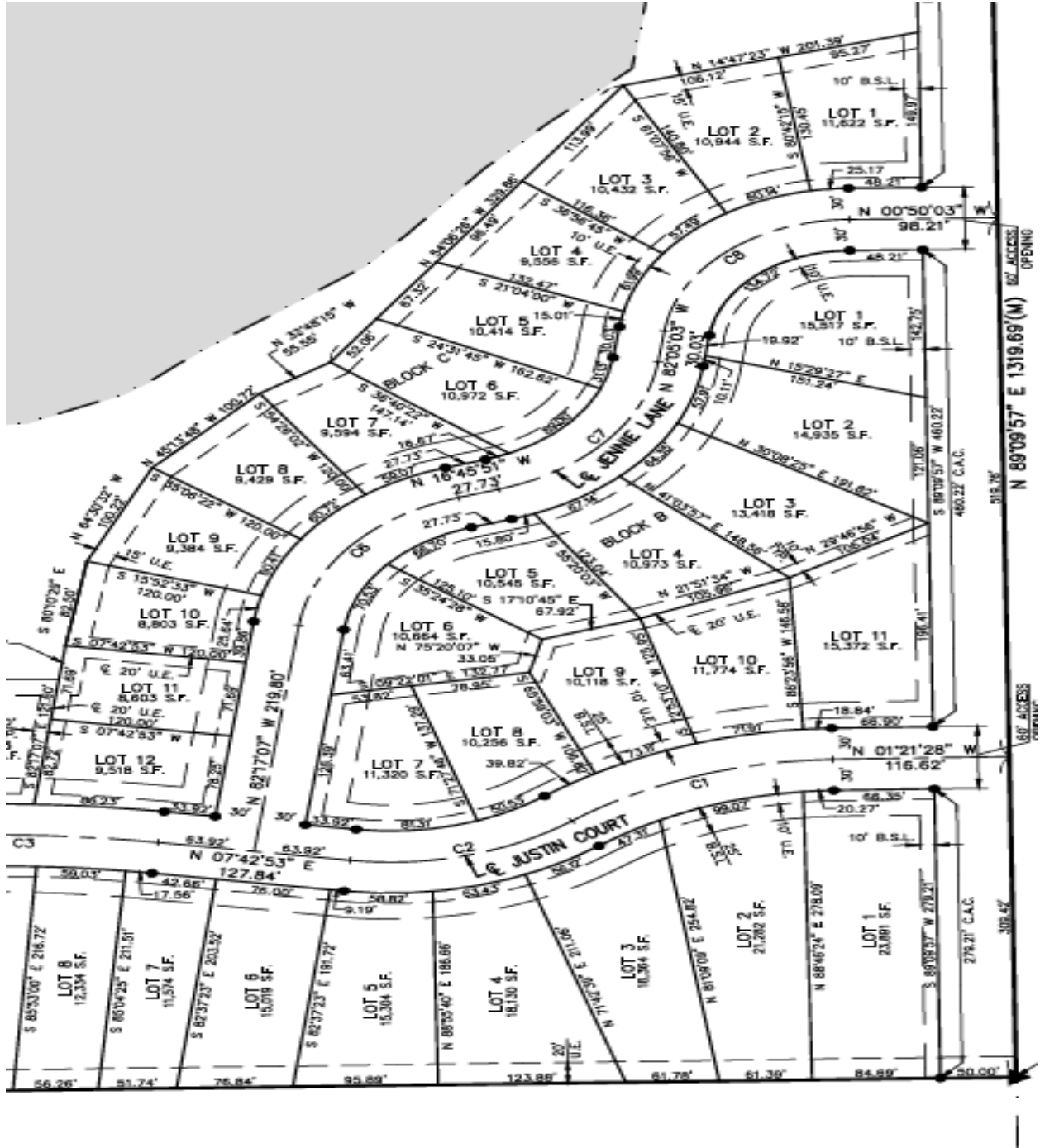


EXHIBIT B

PROJECT MILESTONES

<u>Date</u>	<u>Obligation</u>
30 days after all infrastructure permits approved	Building permit applications submitted to City
6 months after infrastructure complete	Completion of at least 5 single family homes available for sale
Annually	Completion of at least 5 single family homes available for sale

EXHIBIT C

DESCRIPTION OF CITY INFRASTRUCTURE COSTS

EXHIBIT D
RHID ORDINANCE

EXHIBIT E
CID DOCUMENTS

**DEVELOPMENT PLAN
OF THE CITY OF EL DORADO, KANSAS
CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT**

SEPTEMBER 2025

INTRODUCTION

On February 17, 2025 the City Commission (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) adopted Resolution 3006, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of one or more Reinvestment Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

Following the adoption of Resolution 3006, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by the Act. The Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive Districts within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Koester Reinvestment Housing Incentive District (the “District”) is as follows:

The following described real estate in the City of El Dorado, Butler County, Kansas, together with public rights-of-way adjacent thereto:

Lots 1 -11, Block P
Lots 1 – 12, Block Q
Lots 1 – 10, Block R

Cedar Ridge Estates Addition to the City of El Dorado, Kansas

A map of the District is attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2025 is:

Land	\$[REDACTED]
Improvements	\$[REDACTED]
<i>Total</i>	

(3) ***Owners of Record.*** The name and address of the owner of record for the real estate within the District is:

Four J Inc.
7741 S. 119th W.
Clearwater, Kansas 67026

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will consist of the construction of approximately 33 owner-occupied single family residential units.

Public Facilities

Adequate street, sewer, water and stormwater drainage infrastructure to support the above-described housing facilities will be constructed.

(5) ***Developer's Information.*** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities (the "Developer") is:

Four J Inc.
7741 S. 119th W.
Clearwater, Kansas 67026

(6) ***Contractual Assurances.*** The Governing Body will consider a Development Agreement (as may be amended from time to time, the "Development Agreement"), with Developer or an affiliate thereof. The Development Agreement, as supplemented and amended, is expected to include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City, if any. The Development Agreement will include contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit B*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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EXHIBIT A
DEVELOPMENT PLAN
CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT

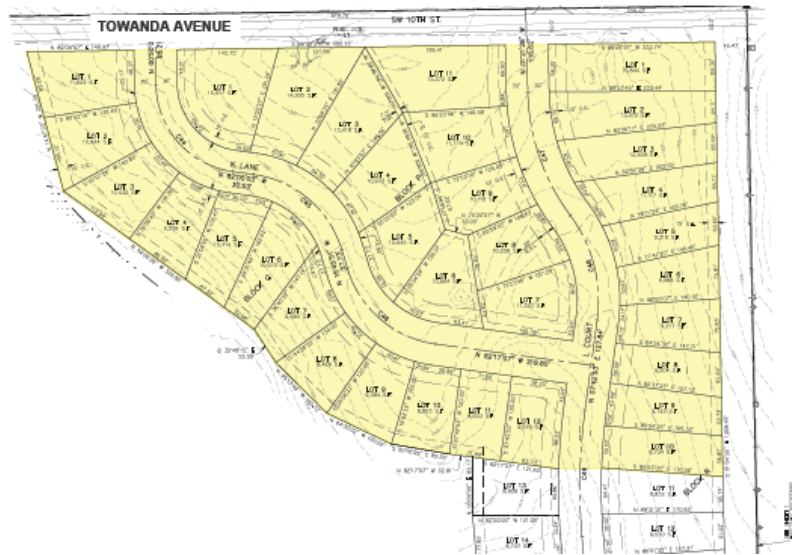


EXHIBIT B
DEVELOPMENT PLAN
CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

City of El Dorado, Kansas
CEDAR RIDGE ESTATES - PHASE 1 RHID
Lots 1-11, Block P, Lots 1-12, Block Q, Lots 1-10, Block R

Estimated Eligible Expenses	\$1,836,283
Estimated RHID Increment	\$2,960,963

Taxing Units:	2024/2025	Aggregate	
	Mill Levy	Fiscal Impact	
		25 years	
BCCC	12.269	\$	156,898
County	29.880	\$	382,111
City	58.417	\$	747,048
SCKRL	1.16	\$	14,834
State of Kansas	1.5	--	
USD 375	61.264		527,692
WS Dist. #33	0.602		7,698
Total	165.092	\$	1,836,283
Total Current Assessed Valuation	\$3,321		
Property Tax On Base Value	\$548		

	Estimated Completed	Property	Estimated Total	Less State levy for	Annual Eligible
	<u>Appraised Value Per Unit</u>	<u>Class</u>	<u>Property Tax Per Unit</u>	<u>USD 20 Mills</u>	<u>Tax Generated</u>
Single Family Homes	\$255,000	11.50%	\$4,841	\$587	\$4,255

Assumptions:
33 Single Family Homes constructed 2026 - 2032
2026 - 5 homes
2027 - 5 homes
2028 - 5 homes
2029 - 5 homes
2030 - 5 homes
2031 - 5 homes
2032 - 3 homes

Year	Tax Collection Years	Estimated Annual Total Increment	Estimated Cumulative Total Increment
1	2026/27	\$0	\$0
2	2027/28	\$20,726	\$20,726
3	2028/29	\$42,000	\$62,726
4	2029/30	\$63,274	\$126,000
5	2030/31	\$84,548	\$210,548
6	2031/32	\$105,822	\$316,370
7	2032/33	\$127,096	\$443,467
8	2033/34	\$139,861	\$583,328
9	2034/35	\$139,861	\$723,189
10	2035/36	\$139,861	\$863,049
11	2036/37	\$139,861	\$1,002,910
12	2037/38	\$139,861	\$1,142,771
13	2038/39	\$139,861	\$1,282,632
14	2039/40	\$139,861	\$1,422,493
15	2040/41	\$139,861	\$1,562,354
16	2041/42	\$139,861	\$1,702,215
17	2042/43	\$139,861	\$1,842,076
18	2043/44	\$139,861	\$1,981,937
19	2044/45	\$139,861	\$2,121,797
20	2045/46	\$139,861	\$2,261,658
21	2046/47	\$139,861	\$2,401,519
22	2047/48	\$139,861	\$2,541,380
23	2048/49	\$139,861	\$2,681,241
24	2049/50	\$139,861	\$2,821,102
25	2050/51	\$139,861	\$2,960,963

Parcel	Appraised Land	Building	Total		Assessed Land	Building	Total
R2769				-	3,321	-	3,321

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of an Ordinance creating the Cedar Ridge Estates Community Improvement District and authorizing public infrastructure projects to support said development.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs).

The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service. The Development Agreement mirrors this structure: the City issues general obligation debt for public infrastructure; RHID funds are applied first; and if there is a shortfall after the Initial Debt Service Date, CID assessments may be levied on undeveloped property to make the payment.

The CID Ordinance establishes the district boundaries and authorizes the project (paving, water, sewer, drainage). The petition explicitly requests per-square-foot special assessments on undeveloped parcels only, if the RHID increment is insufficient, with no CID sales tax. This backstop lowers City risk on the GO Bond issue and aligns the carrying cost with land still to be absorbed. The ordinance incorporates a legal description, a map, and estimated project costs.

Attachments:

1. CID ORDINANCE - CEDAR RIDGE ESTATES

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).
- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.

- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Ordinance creating the Cedar Ridge Estates Community Improvement District authorizing the projects (paving, water, sanitary sewer, and storm drainage).
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Ordinance creating the Cedar Ridge Estates Community Improvement District authorizing public infrastructure projects (paving, water, sanitary sewer, and storm drainage) to support the development.

Commission Action:

Commissioner _____ moved to approve an Ordinance creating a Community Improvement District in the City of El Dorado, Kansas; authorizing a certain project therein; approving the estimated costs of such project; containing the legal description and map of the boundaries of the district; and approving the method of financing the project.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF EL DORADO, KANSAS
HELD ON SEPTEMBER 2, 2025**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City at 5:30 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

An Ordinance was presented entitled:

AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EL DORADO, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; AND APPROVING THE METHOD OF FINANCING THE PROJECT.

Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay: .

The Mayor declared the Ordinance duly passed and the Ordinance was then numbered Ordinance No. G-____, was signed by the Mayor and attested by the City Clerk and the Ordinance was directed to be published one time in the official newspaper of the City.

* * * * *

CERTIFICATE

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

(SEAL)

Clerk

(Published in *Butler County Times-Gazette* on _____)

ORDINANCE NO. G-_____

AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF EL DORADO, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; AND APPROVING THE METHOD OF FINANCING THE PROJECT.

WHEREAS, the city council (the “Governing Body”) of the City of El Dorado, Kansas (the “City”), has heretofore received a Petition pursuant to K.S.A. 12-6a26 *et seq.* (the “Act”) requesting the creation of a Community Improvement District (the “District”) within the City for the purposes set forth in the Petition; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to pass this Ordinance to create such Community Improvement District and authorize the project proposed herein in accordance with the provisions of the Act.

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

SECTION 1. Creation of the Community Improvement District; Legal Description and Map.

The Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the Cedar Ridge Community Improvement District (the “District”). The legal description of boundaries of the District is as follows:

Lots 1 – 8, Block A
Lots 1 – 11, Block B
Lots 1 – 12, Block C

Cedar Ridge Estates to the City of El Dorado, Butler County, Kansas

A map of the property contained in the District is set forth on ***Schedule I*** attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Project; Estimated Costs.

(a) The Governing Body hereby authorizes the Project to be constructed and undertaken within the District, as follows:

The construction of certain paving, water, drainage and sanitary sewer improvements necessary for the development of the Cedar Ridge Estates subdivision, and all improvements related and appurtenant thereto.

(b) The estimated costs of the proposed Project is \$1,836,283.30, exclusive of interim financing costs and costs of issuance.

SECTION 3. Method of Financing; No Sales Tax.

(a) The costs of the Project are proposed to be financed special assessment. No full faith and credit bonds of the City are authorized pursuant to the Act; *provided, however*, the City may opt to finance all or a portion of the costs of the Project pursuant to other statutory authorities.

(b) There will be **no** community improvement district sales tax levied on property within the boundaries of the District.

SECTION 4. Special Assessments

In addition to the use of other funds to pay costs of the Project as set forth in the Act, there are hereby approved special assessments on property within the boundaries of the District. The method of assessment and apportionment of cost for such Project approved to be as follows:

The proposed method of financing the Project shall be by special assessment as follows: 100% of the costs of the Project shall be assessed on all real property within the boundaries of the District on an equal per square foot basis; *provided* that such costs shall only be assessed and certified to the District to the extent that reinvestment housing incentive district incremental revenues are insufficient to reimburse the City's annual debt service requirements on any financing issued to pay the costs of the Project; *provided further*, that assessments shall only be certified upon real estate parcels within the District for which a certificate of occupancy has not been issued.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper and shall be submitted to be recorded with the **Butler County** Register of Deeds.

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PASSED by a majority vote of the City Council of the City of El Dorado, Kansas, on September 2, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. __ (the “Ordinance”) of the City of El Dorado, Kansas (the “City”); that said Ordinance was passed by the City Council on September 2, 2025, that the record of the final vote on its passage is found on page ____ of journal ____; that the Ordinance was published in the official newspaper of the City on _____, 2025; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: _____, 2025.

City Clerk

SCHEDULE I

MAP OF COMMUNITY IMPROVEMENT DISTRICT



EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a Resolution setting a public hearing under the Kansas Reinvestment Housing Incentive District Act, for Monday, October 6, 2025, at 5:30 pm, in the Commission Chambers, directing the City Clerk to publish the resolution in the official City newspaper and to deliver certified copies to the Planning Commission, Unified School District No. 375, and the Board of County Commissioners.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs). The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service.

K.S.A. 12-5245(c) requires the RHID hearing be not less than 30 nor more than 70 days after adoption of the resolution; the resolution must be published at least once, with the final publication 1–2 weeks before the hearing; and certified copies must be delivered to the Planning Commission, the school district(s), and the County. With adoption on Tuesday, September 2, 2025, the earliest lawful hearing date that matches the City Commission’s schedule is Monday, October 6, 2025. There is a 30-day window in which the school board and county can determine that the district would have an adverse effect on their organization.

Attachments:

1. RESOLUTION - RHID HEARING

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).
- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.
- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Resolution setting a public hearing under the Kansas Reinvestment Housing Incentive District Act.
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Resolution setting a public hearing under the Kansas Reinvestment Housing Incentive District Act.

Commission Action:

Commissioner _____ moved to adopt a Resolution of the Governing Body of the City of El Dorado, Kansas, determining that the City is considering establishing a Reinvestment Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing for the Cedar Ridge Estates Development.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO KANSAS
HELD ON SEPTEMBER 2, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT)

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea:

Nay:

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EL DORADO, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, the governing body (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) has heretofore performed a Housing Needs Analysis (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. 3006 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Cedar Ridge Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

THEREFORE BE IT RESOLVED by the Governing Body of the City of El Dorado, Kansas as follows:

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a reinvestment housing incentive district. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer, if any, and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

In addition, the City shall negotiate a development agreement (the “Development Agreement”) relating to the District, the development thereof, and the construction and payment of improvements related thereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on October 6, 2025 at City Hall, 220 E 1st Avenue, El Dorado, Kansas 67042; the public hearing to commence at 5:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissioners of Butler County, Kansas;
 - B. The Board of Education of Unified School District No. 375, Butler County, Kansas (Circle); and
 - C. The Planning Commission of the City of El Dorado, Kansas.

2. This Resolution, specifically including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

3. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall be available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of El Dorado, Kansas on September 2, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No _____ adopted by the Governing Body of the City on September 2, 2025, as the same appear of record in my office.

DATED: September 2, 2025

City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
KOESTER REINVESTMENT HOUSING INCENTIVE DISTRICT**

The following described real estate in the City of El Dorado, Butler County, Kansas, together with public rights-of-way adjacent thereto:

Lots 1 -8, Block A
Lots 1 – 11, Block B
Lots 1 – 12, Block C

Cedar Ridge Estates Addition to the City of El Dorado, Kansas

EXHIBIT B

MAP OF PROPOSED REINVESTMENT HOUSING INCENTIVE DISTRICT

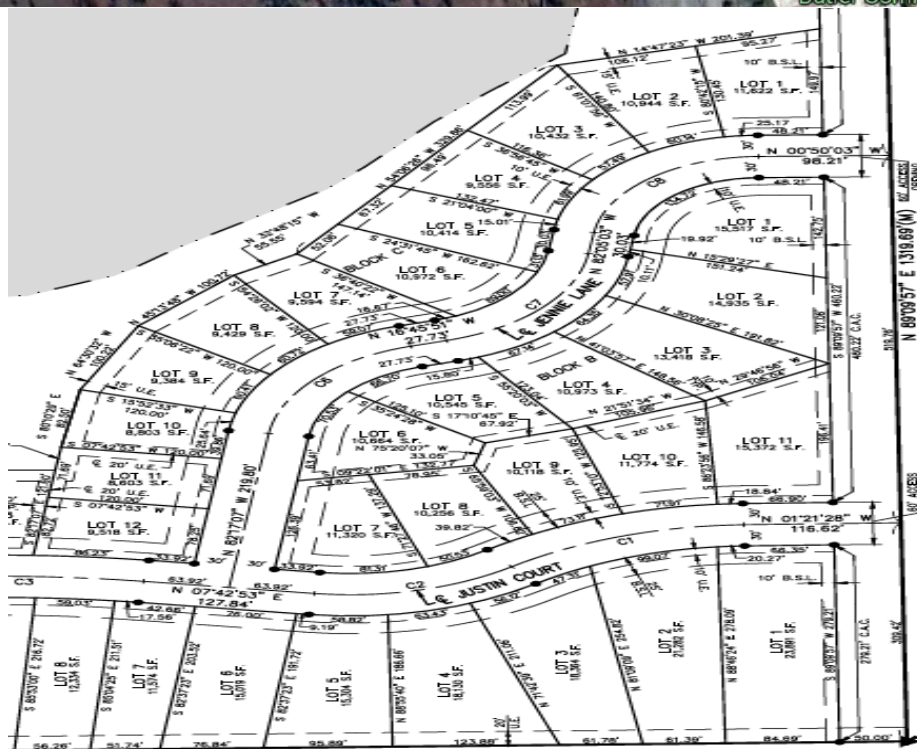
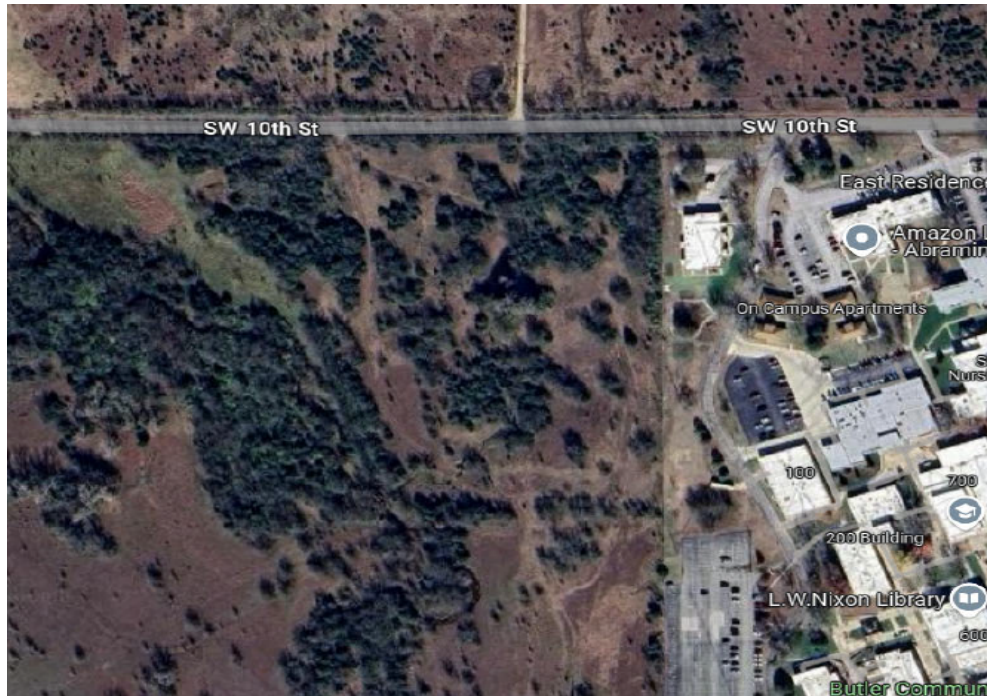


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
CEDAR RIDGE REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

Owner and Developer of Real Property:	Four J Inc.
J Wesley Struthers	7741 S. 119 th W.
Cedar Ridge Estates El Dorado LLC	Clearwater, Kansas 67026

Existing Assessed Valuation of the District:	Land - \$[_____]
	Improvements - \$0

EXHIBIT D

**DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS
THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED
KOESTER REINVESTMENT HOUSING INCENTIVE DISTRICT**

Housing Facilities

The housing facilities will consist of the construction of approximately 31 owner-occupied single family residential units.

Public Facilities

Adequate street, sewer, water and stormwater drainage infrastructure to support the above-described housing facilities will be constructed.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of El Dorado, Kansas is expected to enter into a development agreement with Cedar Ridge Estates El Dorado, LLC., or an affiliate thereof, as developer. This agreement, as supplemented and amended, is expected to include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of El Dorado, Kansas, if any.

Feasibility Study

The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of developer funds would be adequate to pay the eligible costs.

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of an Ordinance designating Towanda Avenue as a main trafficway and designating certain trafficway connections.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs). The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service.

These statutory authorizations (ordinances and resolutions) are required to designate the main trafficway (for bond authority under the Main Trafficway Act), authorize drainage improvements (with estimated cost and bonding authority), and authorize trafficway connections, water, and sanitary sewer improvements with specific estimated costs — the “eligible costs” the RHID/CID structure is designed to reimburse.

Attachments:

1. TOWANDA AVENUE MAIN TRAFFICWAY

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).
- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.
- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Ordinance designating Towanda Avenue as a main trafficway and designating certain trafficway connections.
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Ordinance designating Towanda Avenue as a main trafficway and designating certain trafficway connections.

Commission Action:

Commissioner _____ moved to approve an Ordinance designating certain streets in the City of El Dorado, Kansas, as main trafficways and trafficway connections.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON SEPTEMBER 2, 2025**

The governing body met in regular session at the usual meeting place in the City, at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE DESIGNATING CERTAIN STREETS IN THE CITY OF EL
DORADO, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY
CONNECTIONS**

Thereupon, Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

(Published in the *Butler County Times-Gazette* on _____, 2025)

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING CERTAIN STREETS IN THE CITY OF EL DORADO, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY CONNECTIONS

WHEREAS, K.S.A. 12-685 *et seq.* (the “Act”) provides that the governing body of any city is authorized and empowered to designate and establish, by ordinance, as a main trafficway, any existing or proposed street, boulevard, avenue or part thereof, within such city, the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city or between such areas within the city and traffic facilities outside the city performing the function of a major trafficway; and such designation by the governing body shall be final and conclusive; and

WHEREAS, The Act further provides that the governing body of any city is empowered to designate and establish trafficway connections in order to provide adequate connections to main trafficways; and

WHEREAS, governing body (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) hereby finds and determines that Towanda Avenue within the City should be designated and established as a main trafficway as provided by and under the authority of the Act; and

WHEREAS, the Governing Body hereby finds and determines that Jennie Lane and Justin Court in the City should be designated and established as trafficway connections as provided by and under the authority of the Act.

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

Section 1. Designation. It is hereby authorized, ordered and directed, under the authority of the Act, that Towanda Avenue located within the limits of the City is hereby designated and established as a main trafficway and Jennie Lane and Justin Court in the City are hereby designated and established as trafficway connections.

Section 2. Effective Date. This Ordinance shall take effect and be of force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on September 2, 2025 and signed by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the ***Butler County Time-Gazette*** on _____, 2025.

DATED: _____, 2025.

Clerk

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EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of an Ordinance authorizing the construction of stormwater drainage improvements to serve Cedar Ridge Estates, Phase I.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs). The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service.

This ordinance will consider the project necessary south of Towanda Avenue and west of Butler Community College. The ordinance will set estimated costs at \$629,970 and authorize GO Bonds.

Attachments:

1. DRAINAGE (CEDAR RIDGE)

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).
- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.
- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Ordinance authorizing the construction of stormwater drainage improvement to serve Cedar Ridge Estates Phase 1.
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Ordinance authorizing the construction of stormwater drainage improvement to serve Cedar Ridge Estates Phase 1.

Commission Action:

Commissioner _____ moved to approve an Ordinance of the City of El Dorado, Kansas, authorizing and providing for the construction of stormwater drainage improvements in the City; and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON SEPTEMBER 2, 2025**

The governing body met in regular session at the usual meeting place in the City at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

There was presented an Ordinance entitled:

**AN ORDINANCE OF THE CITY OF EL DORADO, KANSAS, AUTHORIZING
AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER
DRAINAGE IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE
ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE
COSTS THEREOF.**

Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

ORDINANCE NO. [____]

AN ORDINANCE OF THE CITY OF EL DORADO, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

WHEREAS, K.S.A. 12-631r *et seq.* (the “Act”) provides, in part, that whenever the governing body of any city determines it is necessary to construct storm sewers, channels, retention basins or drains for the purpose of managing the storm drainage areas of all or any portion of such city and in the unincorporated areas outside of but within three miles of the corporate limits of such city, the governing body may authorize the construction of such storm sewers, channels, retention basins or drains, such construction shall be authorized by ordinance; such ordinance shall designate where such storm sewers, channels, retention basins or drains shall be located; and construction of such improvements located outside the corporate limits of a city shall not commence unless such construction is approved by a resolution adopted by the board of county commissioners of the county in which such improvements are to be located; and

WHEREAS, the governing body of the City of El Dorado, Kansas (the “City”) hereby finds and determines that it is necessary to construct stormwater drainage improvements within the corporate limits of the City to provide adequate drainage for the Cedar Crest Addition to the City generally located south of Towanda Avenue and west of the Butler County Community College campus (the “Project”); and

WHEREAS, the governing body of the City hereby further finds and determines that general obligation bonds of the City should be issued under the authority of the Act to pay the costs of the Project and related financing costs.

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

Section 1. Findings. It is hereby found and determined that the Project be constructed in accordance with the plans and specifications therefor which are to be prepared by or approved by the City Engineer, and which will be placed on file for public inspection. The estimated costs of the Project are \$629,970.

Section 2. Financing. The costs of the Project, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the “Bonds”).

Section 3. Reimbursement. Any Bonds issued under the authority of this Ordinance may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Ordinance pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. Effective Date. This Ordinance shall be in force and take effect from and after its passage and approval, and publication of the Ordinance or a summary thereof once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on September 2, 2025 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on _____, 2025; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Butler County Times-Gazette* on _____, 2025.

DATED: _____, 2025.

Clerk

(Published in the *Butler County Times-Gazette*, on _____, 2025)

SUMMARY OF ORDINANCE NO. [____]

On September 2, 2025, the governing body of the City of El Dorado, Kansas (the “City”), passed an ordinance entitled:

AN ORDINANCE OF THE CITY OF EL DORADO, KANSAS, AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS IN THE CITY; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF.

The Ordinance authorizes and provides for the construction of stormwater drainage improvements in the City pursuant to K.S.A. 12-631r *et seq.* and authorizes the issuance of general obligation bonds of the City to pay the costs thereof. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, [__insert City’s physical address__]. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.eldoks.gov/>.

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

DATED: _____, 2025.

City Attorney

EL DORADO

KANSAS

TO: City Commission
FROM: Scott Rickard
SUBJ: Consideration of a Resolution authorizing trafficway connection improvements, water system improvements, and sanitary sewer improvements, and authorizing GO bonds for Cedar Ridge Estates, Phase I.
DATE: September 2, 2025

Summary:

Cedar Ridge Estates El Dorado, LLC is ready to proceed with Phase I of a residential subdivision located south of Towanda Avenue and west of Butler Community College. Phase I covers Blocks A (Lots 1–8), B (Lots 1–11), and C (Lots 1–12) — 31 single-family lots total (8 + 11 + 12), as shown on the Phase I map.

Public improvements for Phase I — paving, water, sanitary sewer, and storm drainage — are estimated at \$1,836,283.30 (exclusive of financing costs). The financing plan pairs a Reinvestment Housing Incentive District (RHID) as the primary revenue source (property-tax increment) with a Community Improvement District (CID) as a backstop. The CID imposes no sales tax but allows a special assessment on undeveloped parcels only, levied per square foot and only to the extent RHID revenues are insufficient to cover annual debt service.

The Infrastructure Improvements Resolution (Trafficway Connections, Water, Sewer) authorizes the improvements and recites estimated costs as follows: Trafficway Connections \$597,540; Water \$215,004; Sewer \$393,769, with bond authority (Main Trafficway Act; Public Water Supply System Act; K.S.A. 12-617 et seq. as amended by Charter Ord. 21). The total Phase I public improvement estimate street/drainage/water/sewer items equal \$1,836,283.

Attachments:

1. Infrastructure Improvements (Cedar Ridge)

Funding Source:

- Primary: RHID incremental real property tax revenue (up to 25 years under the RHID plan).
- CID per-square-foot assessments on undeveloped parcels only if RHID revenues in a given year are insufficient to pay debt service; no CID sales tax is proposed.
- City Financing Mechanism: The city will pay for the improvements from the fund balance and then take out General Obligation Bonds which will be paid for using the property taxes from the development.

Operation Impact:

- Adds 31 new lots to the housing inventory, with City-standard infrastructure.
- Staff will administer CID assessments, monitor RHID collections, and report annually.

Options/Alternatives:

1. Approve the Ordinance creating the Cedar Ridge Estates Community Improvement District authorizing the projects (paving, water, sanitary sewer, and storm drainage).
2. Deny one or more items (slows or halts Phase I).
3. Request edits before adoption.

Staff Recommendation:

Approve the Resolution authorizing trafficway connection improvements, water system improvements, and sanitary sewer improvements, and authorizing GO bonds for Cedar Ridge Estates Phase 1.

Commission Action:

Commissioner _____ moved to adopt a Resolution authorizing trafficway connection improvements, water system improvements, and sanitary sewer improvements, and authorizing GO bonds for Cedar Ridge Estates Phase 1.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON SEPTEMBER 2, 2025**

The governing body met in regular session at the usual meeting place in the City, at 5:30 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE CITY OF EL DORADO, KANSAS, AUTHORIZING
CERTAIN INFRASTRUCTURE IMPROVEMENTS IN THE CITY AND
PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF EL DORADO, KANSAS, AUTHORIZING
CERTAIN INFRASTRUCTURE IMPROVEMENTS IN THE CITY AND
PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.**

WHEREAS, the City Commission (the “Governing Body”) of the City of El Dorado, Kansas (the “City”) has identified the need for certain infrastructure improvements as further described herein and deems it necessary and advisable to provide for the construction of such improvements and the issuance of general obligation bonds of the City to finance the costs of such improvements; and

WHEREAS, K.S.A 12-685 *et seq.* (the “Main Trafficway Act”) provides for the designation of streets the primary function of which is, or shall be, the movement of through traffic between areas of concentrated activity within the city and further provides that all costs of improvements or reimprovements duly authorized pursuant to the Main Trafficway Act shall be paid by the city at large and may be funded by the issuance of general obligation bonds; and

WHEREAS, pursuant to Ordinance No. [____], the Governing Body has: (a) designated Towanda Avenue within the City as a main trafficway; and (b) designated Jennie Lane and Justin Court in the City as trafficway connections; and

WHEREAS, the City has identified the need to construct Jennie Lane and Justin Court as trafficway connections (the “Trafficway Connection Improvements”);

WHEREAS, K.S.A. 65-163d through 65-163u (the “Public Water Supply System Act”), as amended, authorizes any municipality to acquire, construct, reconstruct, improve, equip, rehabilitate or extend all or any part of a public water supply system and to issue general obligation bonds to pay all or part of any costs thereof; and

WHEREAS, the City operates a public water supply system (the “System”) and has identified the need for certain improvements to the System to be made in connection with the development of the Cedar Ridge Estates Addition to the City (the “Water System Improvements”); and

WHEREAS, pursuant to K.S.A. 12-617 *et seq.*, as amended by Charter Ordinance No. 21 of the City, the City has the authority to build, construct, improve, repair or purchase sewer improvements, including the acquisition of land or an interest therein necessary therefor to serve the City and to issue general obligation bonds of the City for such purposes; and

WHEREAS, the City has identified a need for certain sewer system improvements in connection with the planned development of the Cedar Ridge Estates Addition to the City (the “Sewer System Improvements,” and together with the Trafficway Connection Improvements and Water System Improvements, the “Improvements”); and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct the Improvements and authorize the issuance of general obligation bonds of the City to pay all or a portion of the costs thereof.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Improvements be constructed in accordance with plans and specifications duly prepared or approved by the City Engineer.

Section 2. Project Financing. The estimated costs of the Trafficway Connection Improvements are \$597,540. The estimated costs of the Water System Improvements are \$215,004. The estimated costs of the Sanitary Sewer Improvements are \$393,769. All or a portion of the costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds of the City (the "Bonds") issued under authority of the Main Trafficway Act, the Public Water Supply System Act, and K.S.A. 12-617 *et seq.*, as amended by Charter Ordinance No. 21, as applicable.

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of El Dorado, Kansas, on September 2, 2025.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. ____ of the City of El Dorado, Kansas adopted by the governing body on September 2, 2025 as the same appears of record in my office.

DATED: [____], 2025.

Clerk