EL DORADO CITY COMMISSION - WORK SESSION AGENDA
CITY HALL – 220 E. FIRST AVENUE
November 10, 2025 - 5:00 PM

Work Session Discussion Items:

a. El Dorado Main Street Memorandum of Understanding
b. Neighborhood Revitalization Program Renewal
c. Youth Symphony
d. Suspending Utility Service Shut-offs During Federal Government Shutdown
e. City Manager Annual Evaluation

Regular Agenda Preview:

a. Items to be Placed on the Consent Agenda
    i. Meeting Minutes
b. Items to be Placed on the Regular Agenda

Reports:

a. City Commission Reports
b. City Manager Report

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: El Dorado Main Street Memorandum of Understanding
DATE: November 10, 2025

Summary:

El Dorado Main Street has been a key nonprofit partner in revitalizing and promoting Downtown El Dorado since 1998. The current Memorandum of Understanding (MOU) dates back to 2019 and outlines the service expectations and financial relationship between the City and Main Street. With the current agreement due for renewal, staff prepared a revised agreement, which was then reviewed and revised by Main Street. The result is the proposed agreement now under consideration.

Attachments:

1. 2019 Main Street Memorandum of Understanding
2. 2025 Main Street Work Plan
3. DRAFT 2025 Memorandum of Understanding (City's Original Proposal)
4. DRAFT 2025 Memorandum of Understanding (Main Street Revised Proposal)

Funding Source:

NA

Operation Impact:

Should the City adopt an agreement with El Dorado Main Street that increases its contribution to the organization? El Dorado Main Street has struggled financially for well over five years. Fundraising efforts seem to be the primary focus of the organization from month-to-month. The organization implements its annual work plan through a robust network of volunteers. Even so, the organization would have more financial means to accomplish the vision and mission of the City with respect to supporting the downtown district if additional financial resources were allocated to the organization.

The City's original proposal provided additional funds to the organization, although the increase was to match fundraising efforts conducted by the organization. The base funding would remain at $30,000 and the organization could receive up to an additional $60,000 (for a total maximum contribution from the City of $90,000) based on the organization's fundraising efforts. This structure places responsibility for additional funds on the performance of the organization's fundraising efforts. Main Street proposed revising this framework to allow an increased contribution of $90,000 in the first two years of the new agreement. After this period of time, the framework would shift to a base funding of $60,000 and a matching cap of $30,000.

Additional funding would allow Main Street the flexibility to focus on the City's priorities for the downtown district instead of fundraising efforts. Many services to the downtown district could be strengthened with additional funds. For comparison, the City contributes upwards of $187,000 to El Dorado Inc. While these two organizations have different missions and purposes, funding allocations speak volumes about the community's priorities. Better outcomes arise from additional funding. The City will still want to ensure that outcomes are thoroughly defined and sufficiently monitored to ensure that the funds allocated to the organization receive an acceptable "rate of return," however the City

Commission decides to define it.

Options/Alternatives:

Option	Annual City Base Funding	Matching Cap	Total Max Potential Outlay
2019 Agreement	$30,000	$0	$30,000
Draft 2026 Agreement (City's Original Proposal)	$30,000	$60,000	$90,000
Draft 2026 Agreement (Main Street's Revised Proposal)	$90,000 (first two years, then $60,000)	$0 (first two years, then $30,000)	$90,000

The City did not allocate a specific amount above the original $30,000 in the 2026 operating budget. Any additional funds allocated to Main Street will be taken from the General Fund balance for next year. The City Manager will identify a source of funding for the 2027 budget based on the City Commission's preferred funding framework.

Staff Recommendation:
The City Manager recommends providing additional funds to Main Street to allow the organization to achieve better outcomes for the downtown district. The framework for how this is accomplished is a policy decision that should be determined by the City Commission.

Commission Action:
This item is for discussion purposes only. The item will be scheduled for consideration at a regular meeting pending direction to do so by the City Commission.

MEMORANDUM OF UNDERSTANDING

3rd This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is made and entered into as of this 3 day of September, 2019, by and between the City of El Dorado, Kansas ("City") and El Dorado Main Street Association ("Association"), a Kansas not-for-profit Association.

WHEREAS, the Association was organized in 1998 as a 501(c)(3) non-profit organization by representatives of the Downtown El Dorado community and other interested stakeholders of the community for the purpose of maintaining a vibrant Downtown and Historic District;

WHEREAS, the Downtown area was designated as an Historic District in October 2013;

WHEREAS, the City has supported the Association since its inception; and

WHEREAS, the City desires to continue to partner with the Association in its efforts to maintain a vibrant Downtown and Historic District.

NOW, THEREFORE, in consideration of the premises and the performance of the covenants herein contained, the parties agree as follows:

1. **Scopes of Services.** The Association agrees to provide, through its professional staff, the following services to the City within the geographic boundaries of the downtown historic district ("District"):

   a. Assisting investors and building owners in rehabilitating and preserving buildings located within the District such as obtaining grants, loans, and facilitating real estate transfers in accordance with applicable regulations and requirements;
   b. Making Incentives Without Walls ("IWW") loans available within the District;
   c. Offer advice and assistance to building owners and/or business owners to enable them to insure changes to the facades of their buildings meet the prescribed historic design standards and specifications;
   d. Assist in attracting businesses and investors to the District;
   e. Facilitate the development, maintenance, and promotion of the Downtown artscape;
   f. Promote the District through presenting and conducting activities such as the Historic building tour and facilitating at least two other events such as: Holiday Parade and associated activities, Holly Frontier Western Celebration, and Trick-or-Treat Down the Street, or equivalent type events;
   g. Maintaining the Veteran Banner Program and participating in the city-wide banner program; and
   h. Working with City staff, businesses and others to ensure a downtown Historic District that provides a quality experience for those visiting the District.

2. **Performance Standards.** The Association shall establish a plan of work ("Work Plan") in which the specific activities to be performed by the Association are delineated. Such Work Plan shall specifically address the nature and scope of services to be provided to the City, and shall establish performance criteria by which the Association's performance will be measured and evaluated. Such Work Plan shall be prepared annually and shall be subject to the approval of the City Manager prior to adoption by the Association's Board of Directors.

3. **Compensation.** In consideration of the services to be provided by the Association, the City shall pay to the Association the sum of $30,000, payable at the rate of $15,000 on or before the fifteenth day of the months of January and July of each year during the Effective Period of this Agreement. The Association shall prepare an invoice for each semi-annual payment and submit such invoice to the City at least thirty days prior to the scheduled payment.

4. **Term.** This Agreement shall be in full force and effect from and after its Effective Date until and unless terminated by either party as provided herein.

5. **No Agency Relationship.** Notwithstanding anything to the contrary contained in this Agreement, the Association and its employees shall not hold itself or themselves out as, and shall not be, an agent of the City. Neither the Association nor its employees shall have the authority to enter into agreements, leases, or other commitments on behalf of the City.

6. **Indemnity.** Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

7. **Insurance.** The Association shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.

8. **Termination.** Either party may terminate the Agreement, without cause, by providing the other party written notice of its intent to so terminate the Agreement. Such voluntary termination shall become effective following the conclusion of the then-current budget year.

   Either party may terminate the Agreement in the event the other party breaches the terms and conditions as provided herein by declaring, in writing, the other party is in default of the Agreement. The non-breaching party may elect to terminate the Agreement upon ninety days' notice to the breaching party, and this Agreement shall thereafter terminate unless the default is cured within ninety days of such notice.

9. **Funding.** The parties acknowledge that a portion of the Association's ability to fulfill its obligations of the Agreement is contingent upon continued funding by supporters, and that such funding is currently primarily comprised of voluntary private contributions and the City. The Association shall make reasonable efforts to gain financial support through expanded support and through other funding sources, such as grants-in-aid, service contracts, or by collecting fees for services rendered to other agencies and organizations.

10. **No Implied Appropriation of Funds.** Notwithstanding any other provision of this Agreement, the City shall not be obligated for the Association's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the governing body of the City appropriates funds for this Agreement in the City's annual budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. The City shall notify the Association in writing of any such non-appropriation of funds for the upcoming calendar year on or before October 1st.

11. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 3rd day of September, 2019, at El Dorado, Butler County, Kansas.

EL DORADO MAIN STREET ASSOCIATION

Frank D Patton

Frank Patton, President

Attest:

Joan Plummer

Secretary

CITY OF EL DORADO, KANSAS

Vince Haines, Mayor

Attest:

Tabitha Sharp

Tabitha Sharp, City Clerk

Main Street 2025 Work Plan

	WORK PLANS	BOARD, STAFF AND VOLUNTEER TEAM LEADS	NOTES
	ORGANIZATION	Ensminger	
1	Partnerships and Collaboration	Morse, Connell	MOU Compliance, City Reports , Partner Collaboration; City, Inc., Chamber, Experience El Dorado
2	Accreditation	Executive Committee	Accreditation process and self-assessment; Economic impact data reports to Kansas Main Street; Volunteer Hours, Public and Private Investment, Sales Tax, Historic Rehabilitation Projects
3	Fiscal Responsibility and Budgeting	Executive Committee, Connell	Budget formulation and review. Fundraising
4	Education	Ensminger	Curriculum and scheduling of education and training for Board members, potential supporters
5	Economic Impact, Data Collection and Management	Connell	Compile economic impact numbers and data for the organizational strategic planning. Maestro Program data entry and reports. Dedicated staff needed.
6	Volunteer Management	Clark, Glendenning, Yaryan	Recruitment of volunteers in all capacities, manage volunteer programs and appreciation
7	Recruitment and Succession Board & Staff	Executive Committee	Board member education packets, succession planning, exit interviews, etc.
	ECONOMIC VITALIZATION	Ensminger	
8	IWW Loan Program	Allison, Yaryan, Waite	Loan program offered to Downtown businesses, custom software needs dedicated volunteer
9	Property Development and Business Plan Assistance	Connell	Assist property owners and developers with opportunities, 2nd story development, Rehabilitation
10	Grant Services	Ensminger, Connell	Update grant profile, write grants, applications, etc.
	DESIGN	Yaryan	
11	Veteran Banner Program	Yaryan, McAdoo, Doan	City Banner Program: Snedden, Yaryan, McAdoo, Doan
12	StreetScape	Yaryan	Develop, create, and encourage improvements to the Downtown and Historic District, acting as a liaison with the City of El Dorado, its commission to facilitate research and innovative/collaborative design with funding such as Excess sales tax.
13	ArtScape	Hermreck	Design and innovative ideas to promote art within the Downtown, and Historic District within the community.
14	National Historic District	Connell	Preservation, responsibilities for District, buildings, 2nd story development, Education, compliance, etc.
	PROMOTION	Connell	
15	Community Education	Ensminger	Efforts to increase awareness of Main Street, Downtown, and Historic District within the community.
16	Event Planning	Glendening, Clark, Morse, Yaryan	Old Fashioned Christmas, Trick or Treat, Thankful Thursday, Historic Preservation Education
17	Downtown Master Plan Promotion	Connell	City Engineering , Planning & Zoning, Realtors, Title Companies, Commission, Public
18	Messaging and Social Media Presence	Adlesperger	Contracted position

Revised April 2025

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is made and entered into as of this __day of November, 2022, by and between the City of El Dorado, Kansas ("City") and El Dorado Main Street ("Main Street"), a Kansas not-for-profit organization.

WHEREAS, Main Street was organized in 1998 as a 501(c)(3) non-profit organization by representatives of the Downtown El Dorado community and other interested stakeholders of the community for the purpose of maintaining a vibrant Downtown and Historic District;

WHEREAS, the Downtown area was designated as an Historic District in October 2013;

WHEREAS, the City has supported Main Street since its inception; and

WHEREAS, the City desires to continue to partner with Main Street in its efforts to maintain a vibrant Downtown and Historic District.

NOW, THEREFORE, in consideration of the premises and the performance of the covenants herein contained, the parties agree as follows:

1. **Term.** This Agreement shall be in full force and effect from and after January 1, 2026, through December 31, 2027, unless terminated earlier as provided herein. The Agreement shall not automatically extend past the termination date. The City Commission may extend the Agreement, with any amendments, for an additional term following an affirmative vote in a regular public meeting.

2. **Scopes of Services.** Main Street agrees to administer its programs and services consistent with the Main Street America's Community Evaluation Standards, which are generally described as:

   a. Broad-Based Community Commitment to Revitalization
   b. Inclusive Leadership and Organizational Capacity
   c. Diversified Funding and Sustainable Operations
   d. Strategy-Driven Programming
   e. Preservation-Based Economic Development
   f. Demonstrated Impact and Results

3. **Work Plan.** By November 1 of each year, the parties agree to jointly identify specific annual priorities and deliverables under each standard to guide the following year's work plan and evaluation. Such work plan shall be prepared annually and shall be subject to the approval of the City Commission. The City Manager will not disburse funds under this Agreement unless a work plan has been approved by the City Commission.

4. **Compensation.** In consideration of the services to be provided by Main Street, the City shall pay to Main Street the sum of $30,000, payable in increments of $15,000 on or before the fifteenth day of the months of January and July of each year during the Effective Period of this Agreement. Main Street shall prepare and provide an invoice for each semi-annual payment to the City at least thirty days prior to the scheduled payment.

5. **Matching Contribution.** The City shall provide a dollar-for-dollar match for eligible stakeholder contributions, up to a maximum of $60,000 annually. Eligible contributions include membership dues and direct business/property owner contributions. Proceeds from fundraising campaigns and events are excluded. Main Street shall submit a certified treasurer's report verifying eligible

contributions. Matching funds shall not be disbursed until the City verifies eligibility to its satisfaction.

6. **Use of Funds.** Funds received from the City shall be used exclusively for purposes consistent with this Agreement and Main Street's mission. Any public funds expended for ineligible purposes shall be reimbursed to the City within thirty (30) days of a determination of ineligible use by the City Manager.

7. **Board Representation.** The City shall have a seat and exercise a vote on business that comes before the Board of Directors. The City Commission shall exclusively appoint its voting member to the Board.

8. **Public Recognition.** Main Street shall acknowledge City support in its publications, website, and marketing materials. Joint branding shall be required only when the City and Main Street participate in a joint event or program.

9. **No Agency Relationship.** Notwithstanding anything to the contrary contained in this Agreement, Main Street, its employees, directors, agents, and volunteers shall not hold itself or themselves out as, and shall not be, an agent of the City. Main Street shall not have the authority to enter into agreements, leases, or other commitments on behalf of the City.

10. **Indemnity.** Each party to this Agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees, and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

11. **Insurance.** Main Street shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.

12. **Termination.** Either party may terminate the Agreement, without cause, by providing the other party written notice of its intent to so terminate the Agreement. Such termination shall become effective following the conclusion of the then-current budget year.

    Either party may terminate the Agreement in the event the other party breaches the terms and conditions as provided herein by declaring, in writing, the other party is in default of the Agreement. The non-breaching party may elect to terminate the Agreement upon ninety days' notice to the breaching party, and this Agreement shall thereafter terminate unless the default is cured within ninety days of such notice.

13. **Funding.** The parties acknowledge that a portion of Main Street's ability to fulfill its obligations of the Agreement is contingent upon continued funding by supporters, and that such funding is currently primarily comprised of voluntary private contributions and the City. Main Street shall make reasonable efforts to gain financial support through expanded support and through other funding sources, such as grants-in-aid, service contracts, or by collecting fees for services rendered to other agencies and organizations.

14. **No Implied Appropriation of Funds.** Notwithstanding any other provision of this Agreement, the City shall not be obligated for Main Street's performance hereunder or by any provision of

this Agreement during any of the City's future fiscal years unless and until the governing body of the City appropriates funds for this Agreement in the City's annual budget for each such future fiscal year. If funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. The City shall notify Main Street in writing of any such non-appropriation of funds for the upcoming calendar year on or before October 1.

15. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous oral and written agreements and understandings pertaining to hereto. Any changes to this Agreement must be approved in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this ___ day of _______, 2025, at El Dorado, Butler County, Kansas.

EL DORADO MAIN STREET MAIN STREET	**CITY OF EL DORADO, KANSAS**
______________________________	______________________________
Mary Martha Good, President	Bill Young, Mayor
Attest:	Attest:
______________________________	______________________________
Secretary	Emerald Ashlock, City Clerk

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WHEREAS, Main Street was organized in 1998 as a 501(c)(3) non-profit organization by representatives of the Downtown El Dorado community and other interested stakeholders of the community for the purpose of maintaining a vibrant Downtown and Historic District;

WHEREAS, Main Street is an independent 501(c)(3) in good standing with the Kansas Secretary of State;

WHEREAS, the Downtown area was designated as an Historic District in October 2013;

WHEREAS, Main Street is fully accredited by Kansas Main Street and Main Street America;

WHEREAS, the City has supported Main Street since its inception; and

WHEREAS, the City desires to continue to partner with Main Street in its efforts to maintain a vibrant Downtown and Historic District.

WHEREAS, the City and El Dorado Main Street are committed to fostering a collaborative relationship between the four partners (El Dorado Main Street, El Dorado Chamber of Commerce, El Dorado Inc., Experience El Dorado) to better serve the community.

NOW, THEREFORE, in consideration of the premises and the performance of the covenants herein contained, the parties agree as follows:

1. **Term.** This Agreement shall be in full force and effect from and after January 1, 2026, through December 31, 2027, unless terminated earlier as provided herein. The Agreement shall not automatically extend past the termination date. The City Commission may extend the Agreement, with any amendments, for an additional term following an affirmative vote in a regular public commission meeting.

2. **Scopes of Services.** Main Street agrees to administer its programs and services consistent with the Main Street America's Community Evaluation Standards, which are generally described as:

    a. Broad-Based Community Commitment to Revitalization
    b. Inclusive Leadership and Organizational Capacity (Representative of entire community)
    c. Diversified Funding and Sustainable Operations
    d. Strategy-Driven Programming
    e. Preservation-Based Economic Development
    f. Demonstrated Impact and Results

3. **Work Plan.** Prior to November 1 of each year, the parties agree to jointly identify specific annual priorities and deliverables under each standard to guide the following year's work plan and evaluation. Such work plan shall be prepared annually and shall be subject to the approval of the City Commission and Main Street Board of Directors. The City Manager will not disburse funds under this Agreement unless a work plan has been approved by the City Commission.

4. **Compensation.** In consideration of the services to be provided by Main Street, the City shall pay to Main Street the sum of $90,000 on or before the fifteenth day of the months of January and July of each year for the first two years of this Agreement. The City shall then pay to Main Street the sum of $60,000, payable in increments of $30,000 on or before the fifteenth day of the months of January and July of each year during the

Effective Periods following the initial two-year period of this Agreement. Main Street shall prepare and provide an invoice for each semi-annual payment to the City at least thirty days prior to the scheduled payment.

5. **Matching Contribution.** In addition to the $60,000 above, the City will match dollar-for-dollar each year up to $30,000 raised by Main Street. Main Street will submit an invoice based on funds received that month with an attached financial statement from Main Street's accountant. Matching funds shall be disbursed by the City based on verified funds.
6. **Use of Funds.** Funds received from the City shall be used exclusively for purposes consistent with this Agreement and Main Street's mission. Any public funds expended not consistent with this Agreement and Main Street's mission shall be reimbursed to the City within thirty (30) days of a determination by the City Manager.
7. **Board Representation.** The City shall have a seat and exercise a vote on any business that comes before the Board of Directors. The City Commission shall appoint its member or the voting member to the Board.
8. **Public Recognition.** Main Street and City will mutually acknowledge each other's support in their publications, website, and marketing materials.
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IN WITNESS WHEREOF, the parties hereto have set their hand this ___ day of _______, 2025, at El Dorado, Butler County, Kansas.

EL DORADO MAIN STREET	**CITY OF EL DORADO, KANSAS**
______________________________	______________________________
President	Bill Young, Mayor
Attest:	Attest:
______________________________	______________________________
Michelle Morse, Secretary	Emerald Ashlock, City Clerk

EL DORADO
KANSAS

TO:	City Commission
FROM:	David Dillner, City Manager
SUBJ:	Neighborhood Revitalization Program Renewal
DATE:	November 10, 2025

Summary:

Originally adopted in 1996, the City's Neighborhood Revitalization Program (NRP) offers property tax rebates to incentivize reinvestment in aging residential and commercial properties. The current interlocal agreement and plan are set to expire, requiring renewal to maintain the incentive framework. Under the Kansas Neighborhood Revitalization Act (K.S.A. 12-17,114 et seq.), a new interlocal agreement and revised plan must be adopted by all participating entities, approved by the Kansas Attorney General, and recorded with the County.

Butler County has reviewed the City's proposed plan and has already approved it. The City Manager is now asking the City Commission to approve the plan and authorize the mayor to sign the interlocal agreements with Unified School Districts No. 375 (Circle) and 490 (El Dorado) and Butler Community College, following these entities' approval of the plan. The City will then send the plan to the Attorney General for review and approval.

Attachments:

1. 2025 NRP Criteria DRAFT
2. City Interlocal Agreement

Funding Source:

NA

Operation Impact:

Should the City revise the incentive offered to commercial and multi-use properties in the downtown district to facilitate rehabilitation projects? The City of El Dorado faces persistent challenges in maintaining and revitalizing aging residential and commercial areas, especially those over 25 years old or located in historically significant and economically distressed districts. The Neighborhood Revitalization Program (NRP), first adopted in 1996, has served as a strategic incentive tool to encourage private reinvestment through property tax rebates. Renewal of the NRP is essential to continue leveraging private capital for redevelopment, prevent blight, and enhance property values.

The Kansas Neighborhood Revitalization Act (K.S.A. 12-17,114 et seq.) authorizes cities to adopt local programs offering tax rebates on the increased property valuation resulting from qualified improvements. El Dorado's program has historically aligned with state goals by promoting housing reinvestment, commercial redevelopment, and the rehabilitation of historically significant properties. Since its inception, the NRP has supported infill development and revitalization efforts, notably in the Historic Downtown District.

Options/Alternatives:

The City receives property tax dollars based on the assessed valuation of residential and commercial properties located within the corporate limits of the city. Investment increases the assessed valuation and the property tax liability for properties. Under the Neighborhood Revitalization Program, the City authorizes a rebate of the incremental increase in property taxes arising from an increased assessed valuation. This amount changes on a case-by-case basis, and is determined by the amount of investment and the change to the property's assessed valuation.

Example 1 - Residential Reinvestment Project

A property owner with a house valued at $215,000 makes investments that increase the value to $250,000. The local property taxes (City, County, School District, and Community College) increase from $4,072 to $4,735 per year. The annual rebate under the City's Neighborhood Revitalization Program is approximately $630 (95% of the increase), or $6,300 over the 10-year period.

Example 2 - Multi-Use Downtown Reinvestment Project

A property owner with a multi-use property located downtown and valued at $300,000 makes investments that increase the value to $1.2 million. The local property taxes (City, County, School District, and Community College) increase from $12,351 to $37,055 per year. The annual rebate under the City's Neighborhood Revitalization Program is approximately $35,202 (95% of the increase), or $528,030 over the 15-year period.

The taxing jurisdictions will not receive 95% of the property taxes arising from the new investment for the duration of the incentive. Even so, the investment will likely not occur but for the incentive. Therefore, the taxing jurisdictions are not giving up tax revenue because they would not otherwise receive it without the incentive.

Staff Recommendation:

The City Manager recommends renewing the Neighborhood Revitalization Program as presented. The program has been very successful since its initial adoption in 1996 in facilitating the rehabilitation of aging structures within the community. It will continue to provide an incentive for eligible residential, commercial, and multi-use rehabilitation projects throughout the community.

Commission Action:

This item is for discussion purposes only. The item will be scheduled for consideration at a regular meeting pending direction to do so by the City Commission.

EL DORADO
KANSAS

Neighborhood Revitalization Program

Originally Adopted November 18, 1996
Resolution No. 2097

Revised _________, 2025
Resolution No. ___

CITY OF EL DORADO, KANSAS
Neighborhood Revitalization Plan

I. **PURPOSE.** This Neighborhood Revitalization Plan ("Plan") is intended to promote the revitalization and development of real property within the City of El Dorado, Kansas ("City") to protect the public health, safety, and welfare of residents through the facilitation of the redevelopment and revitalization of neighborhoods. More specifically, the Program provides ad valorem property tax rebates for eligible improvements that meets the criteria in accordance with the provisions of K.S.A. 12-17, 114 et seq.

II. **POLICY OBJECTIVES.** The City seeks to drive investment and redevelopment by offering targeted incentives through the Neighborhood Revitalization Program. These incentives align with the following key policy objectives:

a. General Program: To sustain and improve the community's housing stock, the City prioritizes investment in residential properties, particularly those exceeding 25 years in age, which may require substantial maintenance or upgrades to remain viable. Additionally, commercial property investment is encouraged to expand the tax base, enhance property values, and create business opportunities.

b. Neighborhood Revitalization: The City seeks to encourage large-scale neighborhood revitalization by promoting the simultaneous redevelopment of multiple properties within a defined area. To support this, projects that rehabilitate or redevelop clusters of properties in targeted neighborhoods will be eligible for enhanced incentives under this Program.

c. Multi-Family Development: Recognizing the need for increased housing supply and diversity, the City prioritizes the development of multi-family housing. Projects that add new multi-family units or significantly rehabilitate existing ones will be eligible for enhanced incentives, ensuring greater housing accessibility and options for residents.

d. Historic District: The City values the redevelopment of properties within its historic downtown district, acknowledging the complexities and financial challenges associated with such projects. To facilitate investment, redevelopment efforts within this district will qualify for enhanced incentives that help offset the higher costs of restoration and adaptive reuse.

III. **SITE CRITERIA.** Properties and structures meeting the following criteria shall be eligible to participate in the Program.

a. All structures at least 25 years old and constructed on residential and commercially zoned properties shall be eligible to participate in the Program. Industrially zoned properties are not eligible to receive a rebate under this program.

b. Properties without structures that are determined by the City to be infill development are eligible to participate in this Program. For the purposes of this Program, infill development shall refer to vacant parcels of land in neighborhoods where the surrounding buildings or infrastructure have been established for more than five years.

c. Any property deemed by the Building Inspector to be blighted or unsafe due to health, environmental, or safety concerns, or properties condemned by either the Building Inspector or the City Commission are eligible to participate in this Program.

d. Any property receiving a federal or state grant or loan for redevelopment, or projects qualifying under specific grant programs established by the City of El Dorado are eligible to participate in this Program.

e. New subdivision development, defined as the subdivision or platting of previously unplatted property, will not be eligible to participate in the Program.

f. Properties that are maintained by the El Dorado Land Bank or that are located within an Opportunity Zone are eligible to participate regardless of the provisions listed above.

IV. PROJECT CRITERIA.

a. Residential properties must have an investment of a minimum of 10% or $15,000 of the appraised valuation, whichever is greater, as determined by the building permit value provided on the building permit obtained through the Engineering Department.

b. Commercial and multi-use properties must have an investment of a minimum of 15% or $25,000 of the appraised valuation, whichever is greater, as determined by the building permit value provided on the building permit obtained through the Engineering Department.

c. The property owner must apply for and receive a building permit for eligible work prior to commencing construction.

d. The building permit must be issued after the effective date of the amended Program and must be approved by the Engineering Department prior to the commencement of construction.

e. Construction activity must be completed to the satisfaction of the building inspector, with a certificate of occupancy issued within two years of the initial building permit. Failure to meet this requirement may result in the project being removed from the Program. However, the City may grant an extension if it determines that the property owner is making a good faith effort to complete the work but has encountered delays beyond their control.

f. Improvements must comply with all applicable regulations and building codes in effect at the time of the issuance of the building permit.

V. PROGRAM REBATE.

a. Residential Program. Residential properties approved to participate in the Program shall receive a 10-year, 95% rebate on the incremental increase in ad valorem property taxes arising from the permitted construction activity.

b. Commercial Properties. Commercial properties approved to participate in the Program shall receive a 15-year, 95% rebate on the incremental increase in ad valorem property taxes arising from the permitted construction activity.

c. Historic Downtown Properties. Multi-use properties (i.e., residential and commercial uses) located within the historic downtown district approved to participate in the Program shall receive a 15-year, 95% rebate on the incremental increase in ad valorem property taxes arising from the permitted construction activity.

VI. REBATE REVOCATION. The following policies shall govern the revocation and reinstatement of rebates granted by the County for properties participating in the Program:

a. Any property approved for the Program that becomes delinquent in payment to Butler County of any ad valorem property tax or special assessment will forfeit any current and future rebates.

b. The City Manager, at his or her sole discretion, may reinstate any approved property after being delinquent on property taxes or special assessments during the rebate's effective period. Properties may only be reinstated once during the effective period of a rebate.

c. Rebates will remain in effect and transfer to the new property owner upon the sale of the property.

VII. APPLICATION PROCEDURE. The following steps must be taken prior to filing an application for a rebate:

a. Obtain and complete an application from the Engineering Department.

b. Prior to the commencement of construction on any improvement or new construction for which a tax rebate will be requested, the property owner will complete Parts One and Two of the application. Part Two must include a permit number obtained from the Building Inspector.

c. The City will forward the application to the County after verifying the Property meets the criteria.

d. If the Project is approved, the Engineering Department will forward the application to the County Appraiser. The County Appraiser will provide a copy of the application to the County Clerk for monitoring purposes.

e. Immediately upon completion of the Project, the property owner shall file Part Three of the application with the Engineering Department. The Building Inspector shall conduct an inspection of the construction project upon receipt of Part Three to confirm completion.

f. The Building Inspector will certify that the Project complies with the eligibility requirements of the Program. The Engineering Department will forward the completed application to the County after the Building Inspector issues a certificate of occupancy. The County Appraiser will then report the valuation to the County Clerk by June 15 and the property tax records for the subject project will be revised accordingly.

g. The property owner will pay all ad valorem property taxes and special assessments levied against the property. The Butler County Treasurer will remit to the property owner a rebate of the property taxes assessed against the improvements within 45 days of the due date for property taxes. The Butler County Treasurer will retain 5% of the rebate as an administrative fee.

h. Property owners agree not to file a Payment Under Protest for any Property participating in the Program during the effective period of a rebate from this Program. No rebate will be provided for any property with open valuation and/or classification appeals until all disputes have been fully litigated.

i. Applicants are not allowed to "phase-in" improvements. Additional increases in valuation to the property shall not be considered in the rebate calculation after the original improvement value is established by the County Appraiser. Construction must be on the parcel at one time. Parcels are determined by CAMA number.

NEIGHBORHOOD REVITALIZATION PROGRAM
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into this day of , 2025 by and between the City of El Dorado, a duly organized municipal corporation hereinafter referred to as "City", Board of Butler County Commissioners of Butler County, Kansas, hereinafter referred to as "Butler County", Unified School District #490 hereinafter referred to as "USD 490", Unified School District #375 hereinafter referred to as "USD 375", and Butler Community College hereinafter referred to as "BCC".

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, the agreement shall be submitted, pursuant to law, to the Attorney General of the State of Kansas for determination whether the agreement is in proper form and compatible with the laws of the State of Kansas; and

WHEREAS, all parties are pursuant to K.S.A. 12-2903 public agencies, capable of entering into interlocal agreements; and

WHEREAS, K.S.A. 12-17, 114 *et. seq*. (Kansas Neighborhood Revitalization Act (KNRA)) provides a program for neighborhood revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. Supp. 12-17, 114 *et. seq.* by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOW:

1. The parties agree to consider and adopt a neighborhood revitalization plan in substantially the same form and content as Exhibit A, attached hereto and incorporated by reference as if fully set forth herein. If any provision of this agreement shall be held to be inoperative or unenforceable as applied in any particular case or to any particular participating Public Agency, or in all cases because it conflicts with any other provision or any other constitution or statute, or for any other such reason, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision invalid or inoperative or unenforceable to any extent. The effect and meaning of this agreement, the plan and the rights of all Public Agencies shall be governed by and construed according to the laws of the State of Kansas.

2. The parties further agree that the County shall administer the neighborhood revitalization plan as adopted by each party on behalf of the signatory parties. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the City, the County, and the District resulting from qualified improvements to property pursuant to the neighborhood revitalization plan shall be credited to the County's neighborhood revitalization fund.

3. This agreement shall commence and expire per attached Exhibit A-Neighborhood Revitalization Plan.

4. This agreement shall include individual condemned properties (as determined and qualified by the City Building Inspector or the City Commission) or properties in a City of El Dorado rehabilitation/grant program. Any buildings in this section would need to qualify through a description of blight, health, or safety issues or grant programs as established by the City of El Dorado.

5. This agreement shall be executed in several counterparts, all of which together shall constitute one original agreement.

6. The parties further agree that any party may terminate this agreement by providing 90 days notice in writing to the other parties. Provided, however, that any application for tax rebate submitted prior to the effective date of the termination shall, if approved, be considered eligible for the duration of the rebate period.

IN WITNESS WHEREOF, the Public Agencies have caused this agreement to be duly executed by their respective appropriate representatives.

EL DORADO
KANSAS

TO:	City Commission
FROM:	Syndee Scribner, Commissioner
SUBJ:	Youth Symphony
DATE:	November 10, 2025

Summary:
Commissioner Scribner requested this item be added to the work session agenda for discussion.

Attachments:

Funding Source:
NA

Operation Impact:
NA

Options/Alternatives:
NA

Staff Recommendation:
NA

Commission Action:
This item is for discussion purposes only. The item will be scheduled for consideration at a regular meeting pending direction to do so by the City Commission.

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Suspending Utility Service Shut-offs During Federal Government Shutdown
DATE: November 10, 2025

Summary:

The federal government has been in a partial shutdown for over five weeks, halting funding for numerous agencies and federal benefit programs, including the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and various housing and utility subsidies. As a result, many El Dorado residents who depend on these programs are experiencing heightened financial stress. Several Kansas municipalities have already implemented moratoriums on utility shutoffs or are actively considering temporary relief measures. The City should consider temporarily suspending utility shutoffs to avoid compounding financial hardship by ensuring continued access to water, sewer, and refuse services during the shutdown.

Attachments:

Funding Source:
NA

Operation Impact:
Should the City temporarily suspend utility shutoffs for nonpayment during the ongoing federal government shutdown since it is significantly impacting low-income and federally supported households?The following provides a brief analysis of this issue from several policy angles:

- **Equity:** Low-income households, particularly those dependent on SNAP or other federal aid, are disproportionately affected.
- **Public Health:** Utility shutoffs, especially in cold weather, can lead to unsafe living conditions.
- **Administrative Burden:** A shutoff moratorium would require temporary adjustments in billing and collections systems but can be implemented with minimal disruption.
- **Precedent:** The City has enacted similar measures during past emergencies (e.g., COVID-19 pandemic) to support public welfare.

Options/Alternatives:
The following provides a brief analysis of the fiscal impact of this proposal to the City's finances:

- **Short-term:** Delayed payments may affect cash flow for the utility fund.

- **Mitigation:** No waiver of past due amounts is proposed. Customers would be expected to resume payments or enter into payment plans once federal benefits are restored.
- **Estimated Impact:** About 1% of utility accounts (approx. 45 customers) were disconnected for nonpayment in October. These accounts averaged about $115/month, so the City would temporarily forgo approximately $5,175 per month in revenue, recoverable post-shutdown. The City would also not collect the reconnect fee for these accounts, amounting to a loss of revenue of about $2,250 per month. The City also assesses penalties for late payment on about 637 accounts per month. The late penalty is 5% of the outstanding balance for each account.

The City would suspend the disconnection of services and waive late penalty and reconnect fees until 30 days following the re-opening of the federal government. Account holders, however, would be required to continue to make partial payments for services used during the suspension. The City will make arrangements with account holders during and after the suspension ends as utility payments will still be owed. The 30-day period allows households to receive federal subsidies following the federal government's re-opening. Account holders would not be assessed past reconnect or late penalty fees.

Staff Recommendation:

The City Manager recommends temporarily suspending utility shutoffs for nonpayment, effective immediately and lasting until 30 business days after the federal government resumes normal operations. Staff also recommends directing the Finance and Utility Billing departments to:

- Communicate the policy widely to residents,
- Offer payment plans post-shutdown to assist in account recovery,
- Monitor the fiscal impact and report to the Commission monthly.

This proactive step demonstrates compassion and responsiveness during an unprecedented disruption of federal services and supports the City’s goal of ensuring a safe and equitable community.

Commission Action:
This item is for discussion purposes only. The item will be scheduled for consideration at a regular meeting pending direction to do so by the City Commission.

EL DORADO
KANSAS

TO:	City Commission
FROM:	
SUBJ:	City Manager Annual Evaluation
DATE:	November 10, 2025

Summary:
The City Commission is tasked with providing an annual evaluation of the City Manager per the City Manager's Employment Agreement. The form used for last year's evaluation is included with this agenda item. The City Commission may modify the form or use it as-is for this year's evaluation. The City Commission will also need to discuss the process and timeline for the evalution. The City Attorney will be the primary point of contact for the evaluation process.

Attachments:
1. City Manager Evaluation Form
2. 2024 City Manager Evaluation
3. TAG Compensation Study Recommendation (David Dillner)

Funding Source:
NA

Operation Impact:
NA

Options/Alternatives:
NA

Staff Recommendation:
NA

Commission Action:
This item is for discussion purposes only. The item will be scheduled for consideration at a regular meeting pending direction to do so by the City Commission.

EL DORADO
KANSAS

TO: City Commission
SUBJ: City Manager's Evaluation
DATE: November 6, 2024

City Commissioners should provide their response to the following questions to City Attorney Ashlyn Lindskog (ashlyn@ablegalks.com). She will compile the results and share them with the City Commission in executive session. The governing body will discuss the results and any other information in executive session with the City Attorney prior to discussing the results with the City Manager. Please feel free to use additional pages as necessary.

1. **What things should the City Manager start doing? Why?**

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2. **What things should the City Manager continue doing? Why?**

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3. **What things should the City Manager stop doing? Why?**

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4. **Please provide any other comments or considerations you wish the City Manager to know as part of this evaluation process.**