



AMENDED

City of Arkansas City

CITY COMMISSION MEETING AGENDA

Tuesday, June 01, 2021 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

Please join our meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/538090429>
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Access Code: 538-090-429

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I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions (**Voice Vote**)
4. Approval of the Agenda (**Voice Vote**)

II. Awards and Proclamations

1. Proclaim June 2021 as Archaeology and Historic Preservation Month in Arkansas City.

III. Recognition of Visitors

IV. Comments from the Audience for Items Not on the Agenda

Per the Kansas Open Meetings Act, the City Commission is not required to entertain any comments from the public during any meeting, especially during a state of emergency. For hybrid or virtual meetings, the normal citizen comment process will be modified. Citizens who wish to address the City Commission are encouraged to contact City staff prior to this meeting to be placed on the agenda, with the consent of the Mayor. During this meeting, citizens who log into the meeting from their computer, tablet or smartphone are welcome to ask questions using the text Chat feature. Any questions will be forwarded from City staff to the Mayor, who may choose to allow further comment.

*The following rules **must** be strictly adhered to by all citizens wishing to speak during a virtual/hybrid meeting, **whether they are on the agenda or recognized by the Mayor during the meeting itself:***

- Each speaker will state his or her name and address before making any comments.
- Each speaker will have three (3) minutes to present his or her comments.
- Comments or questions will be directed only to the City Commission.
- Debate or argument between parties in the audience will not be allowed. **“Logged in” citizens will remain muted during the meeting, unless recognized and called upon specifically by the Mayor.**
- Repeated reiterations by speakers will not be allowed.
- Violations of comment procedure will result in being directed to cease speaking or being muted.

V. Consent Agenda (Voice Vote) **APPROVED**

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VII: New Business.

1. Approve the May 18, 2021, regular meeting minutes as written.

VI. New Business

Resolutions for Consideration

1. Consider a Resolution authorizing the City of Arkansas City to enter into an agreement with the Secretary of Transportation, Kansas Department of Transportation (KDOT), for the FY 2021 Kansas Local Bridge Improvement Program to replace the 15th Street Bridge over the C Street Canal.
[Approved and Assigned Resolution No. 2021-06-3411](#)
2. Consider a Resolution authorizing the City of Arkansas City to purchase a 2022 E450 Ford Ambulance from Emergency Services Supply/Osage Ambulances, for an amount not to exceed \$162,854.00. [Approved and Assigned Resolution No. 2021-06-3412](#)
- 3. Consider first reading of an Ordinance fixing the compensation of employees of the City of Arkansas City, Kansas, pursuant to the provision of K.S.A. 14-1501 et seq., and repealing Ordinance No. 2021-04-4531. [Approved and Assigned Ordinance No. 2021-06-4532](#)***

VII. Staff Report Presentations

City Manager's Report on Upcoming Activities

1. Community Band's 150th consecutive season
2. Chamber of Commerce golf tournament
3. Creekstone Farms chefs tour
4. RISE Cowley steering committee meeting
5. Cowley County Legislative Committee meeting
6. Arkansas City Farm and Art Markets
7. City Commission study session
8. Oklahoma FreeWheel finish line

VIII. Communications and Reports

1. City Advisory Board Reports

IX. Adjournment

Office of the Mayor
Arkansas City, Kansas

Proclamation

WHEREAS, the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in the United States, and it since has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies to fundraising events, educational programs, and heritage travel opportunities; and

WHEREAS, the National Trust in 2005 extended the celebration to an entire month and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country’s cities and states, and to enable more Americans to become involved in the growing preservation movement; and

WHEREAS, the National Historic Preservation Act has had a profound impact on Kansas, and historic places listed on the Cowley County, State, and National Registers contribute to the revitalization and recognition of communities through heritage tourism and the preservation of historic places which honor the diverse cultural, agricultural, natural, and built environments of our State; and

WHEREAS, June is a very important month for the Etzanoa Conservancy, as ongoing archaeological excavation, educational and training activities take place throughout this month as part of the Etzanoa Field School, offered in conjunction with Cowley College and Wichita State University; and

WHEREAS, Archaeology and Historic Preservation Month is a celebration of our City’s historic heritage.

NOW, THEREFORE, I, Scott Rogers, Mayor of the City of Arkansas City, Kansas, do hereby proclaim that **June 2021** shall be commemorated as

ARCHAEOLOGY AND HISTORIC PRESERVATION MONTH

in Arkansas City, Kansas, and urge residents to recognize the diverse and unique heritage of Arkansas City, Cowley County, and the State of Kansas with appropriate and suitable activities and celebrations.

In witness thereof I have hereunto set my hand and caused this seal to be affixed.

Name/Title: Scott Rogers, Mayor
Date: June 1, 2021



City Commission Agenda Item

Meeting Date: 6/1/2021
From: Andrew Lawson, Public Information Officer
Item: May 18, 2021 Minutes

Purpose:

Consent Agenda Item: Approve the May 18, 2021, regular meeting minutes as written.

Background:

Each meeting, the City Commission reviews and approves the minutes of its prior meeting(s).


Commission Options:

1. Approve with consent agenda.
2. Remove item from consent agenda for further consideration.

Attachments:

May 18, 2021 Minutes

Approved for Agenda by:



Randy Frazer, City Manager

City Commission of Arkansas City - Regular Meeting Minutes

The Arkansas City Board of City Commissioners met in regular session at **5:30 p.m. Tuesday, May 18, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

Mayor **Scott Rogers** called the meeting to order. Commissioners also present at roll call were Commissioner **Kanyon Gingher**, Commissioner **Duane L. Oestmann** and Commissioner **Jay Warren**. Commissioner **Karen Welch** was absent while recovering from surgery.

City employees present at the meeting were City Manager **Randy Frazer**, City Attorney **Larry Schwartz**, Deputy City Clerk **Amanda Evinger**, Public Information Officer **Andrew Lawson**, Management Assistant **Mike Crandall**, Interim Police Chief **Eric Burr**, Public Services Superintendent **Tony Tapia**, Building Official **Mike Bellis** and IT Manager **Matthew Metzinger**.

Arkansas City Fire-EMS Department personnel in attendance were Interim Fire Chief **Les Parks**, EMS Director **Jeri Smith**, Capt. **Justin Parks**, Lt. **Jon Clawson**, Firefighter-Paramedic **Josh Bowker**, and Firefighter-Emergency Medical Technicians **Daniel Goubeaux** and **Brayden Krepps**.

Citizens in attendance or observing via GoToMeeting were **Ken Harader**, **Sue Lancaster**, **Harrison Taylor** and Cowley CourierTraveler reporter **John Shelman**.

Commissioner Warren offered the opening prayer. Mayor Rogers led the Pledge of Allegiance.

Approval of the Agenda

At City Manager Frazer’s request, Commissioner Oestmann made a motion to amend the agenda by adding a request for unpledged sales tax funds by **SCK Health** as **Item 2** under **New Business**.

Mayor Rogers seconded the motion. A voice vote was unanimous in favor of the motion. Mayor Rogers declared the agenda **amended** as requested. Commissioner Gingher then made a motion to approve the agenda as amended. Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the agenda **approved** as amended.

Awards and Proclamations

Mayor Rogers issued a proclamation that **May 16-22, 2021**, is **National EMS Week** in Arkansas City. Interim Fire Chief **Les Parks** received a copy of the proclamation on behalf of the Arkansas City Fire-EMS Department. The commissioners shook hands with all the ACFD personnel present.

Consent Agenda

Commissioner Warren made a motion to approve the consent agenda, consisting of:

City Commission of Arkansas City - Regular Meeting Minutes

1. Approving the **May 4, 2021**, regular meeting minutes as amended.
2. Approving **Resolution No. 2021-05-3409**, authorizing the City to accept a proposal submitted by Schmucker Lumber, of Inman, to purchase metal roofing material to replace the roof at the Public Services Department central shop, for an amount not to exceed **\$22,906.10**.

Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the consent agenda **approved** as presented.

New Business

Right of First Refusal of Sale Resolution No. 2021-05-3410

Deputy City Clerk Evinger presented for discussion a resolution authorizing the City to waive right of first refusal on properties located at **509 W. Maple Ave., 1304 N. 12th St. and 1402 N. 15th St.**

City Manager Frazer said that back when these properties were transferred to Creative Community Living (CCL) of South Central Kansas, Inc., they were subject to the City’s right of first refusal to purchase the properties prior to conveyance to a third party.

He said the City has no use for the properties as this time and stands no gain by exercising the right of first refusal and/or purchase of the properties, so he recommends waiving the City’s right.

Commissioner Oestmann made a motion to approve the resolution as presented. Mayor Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the resolution **approved** and given **Resolution No. 2021-05-3410**.

SCK Health Funds Request

Deputy City Clerk Evinger presented for discussion consideration of a request from SCK Health for release of funds from the **Unpledged Health Care Sales Tax Fund** in the amount of **\$287,704.26**.

Commissioner Gingher made a motion to approve the request, which will be used to offset the costs of charity care and a new piece of mammography equipment. Commissioner Warren seconded the motion. A voice vote was **unanimous** in favor. Mayor Rogers declared the request **approved**.

City Manager’s Report on Upcoming Activities

City Manager Frazer provided the commissioners with the following reminders and updates:

- He passed out **South Central Kansas Housing Toolkit** copies for commissioners to review.

City Commission of Arkansas City - Regular Meeting Minutes

- The League of Kansas Municipalities’ (LKM) **Leadership Summit and Kansas Mayors Conference** is **June 18-19** in Lawrence. Interested commissioners can contact him about it.
- The City of Arkansas City and U.S. Census Bureau will be co-hosts to an **Ark City Chamber of Commerce coffee** at **10 a.m. May 20** in the Water Treatment Facility conference room.
- Following this coffee, the Census Bureau will offer **free 2020 Census data training sessions** at **11 a.m. and 2 p.m. May 20**, also in the Water Treatment Facility conference room.
- The next **City Commission study session** will be at **noon May 28** in the commission room.
- The **Cowley Outdoor Market** will return to Wilson Park from **9 a.m. to 5 p.m. May 29**.
- The seventh annual **Bobby Estus Memorial Bike Ride** will return to Memorial Day weekend from **9:30 a.m. to 1 p.m. May 29** on the Hike-Bike Trail. Cyclists will depart **Veterans Memorial Lake**, located at 803 W. Taylor Ave., at **10 a.m.** and ride the trail to **Paris Park**, located at 210 S. Sixth St., where a free lunch will be served. Bikes, tricycles, wagons and strollers are welcome at this free event!
- City Hall and all other City offices will be closed **May 31** for **Memorial Day**. There will be no recycling available **May 28-29** at the Joint Recycling Operations Center in Strother Field.
- The **Arkansas City Farm and Art Market** will kick off its 2021 season from **4 to 7 p.m. June 1** at the Wilson Park rotunda. The season will continue each Tuesday through September.

Department Reports

Interim Police Chief Burr presented the Arkansas City Police Department’s **annual report for 2020**.

He highlighted recent hires and promotions, changes to training due to the COVID-19 pandemic, calls for service and self-initiated activities such as traffic stops, follow-up investigations, decreases in crime rates and traffic accidents, uses of force, vehicle pursuits, budget trends, and mental health.

Commissioner Warren asked why ACPD’s call volume is so high and Burr said Ark City’s police are very motivated to self-initiate activity. Commissioner Warren asked if things are going better now with the dispatchers at Cowley County Emergency Communications. Burr said he thinks they are.

Management Assistant Crandall provided updates on the **Brad Meek/Hillside Additions Water Line Replacement Project**, and the planned replacement of the **South Summit railroad crossing**.

Executive Session

Mayor Rogers made a motion to recess into a **seven-minute executive session** to discuss **personnel matters of nonelected personnel** with City Attorney **Larry Schwartz** and City Manager **Randy Frazer**, pursuant to **K.S.A. 75-4319(b)(1)**, to discuss the **Police Chief position**, with the open meeting set to resume at **6:32 p.m.**

City Commission of Arkansas City - Regular Meeting Minutes

Commissioner Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. The executive session began at **6:25 p.m.** and ended at **6:32 p.m.** Afterward, the commissioners reconvened in the Commission Room. No action was taken following the session.

Adjournment

Commissioner Oestmann made a motion to adjourn the meeting. Mayor Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the meeting adjourned at **6:32 p.m.**

**THE CITY OF ARKANSAS CITY
BOARD OF CITY COMMISSIONERS**

Scott Rogers, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Andrew Lawson, Public Information Officer



City Commission Agenda Item

Meeting Date: 6/1/2021
From: Mike Crandall, Management Assistant
Item: 15th Street Bridge Replacement

Purpose:

Consider a Resolution authorizing the City of Arkansas City to enter into an agreement with the Secretary of Transportation, Kansas Department of Transportation (KDOT), for the FY 2021 Kansas Local Bridge Improvement Program to replace the 15th Street Bridge over the C Street Canal. **(Voice Vote)**

Background:

The City previously applied for and was selected to receive up to **\$150,000.00** under the Fiscal Year 2021 Kansas Local Bridge Improvement Program. The State of Kansas will reimburse the City 90 percent of the cost, with 10 percent coming from the City. The maximum reimbursement amount is \$150,000.00.

Commission Options:

1. Approve the Resolution.
2. Disapprove the Resolution.
3. Table the Resolution for further consideration.

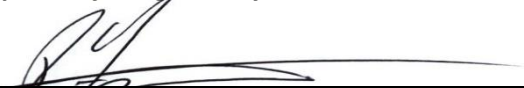
Fiscal Impact:

Amount: **\$451,491.00**

Fund: **21** (Special Streets) Department: **542** (Street) Expense Code: **7402** (Capital Improvement)

Included in budget Grant Bonds Other (explain)

Approved for Agenda by:



Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO AN AGREEMENT WITH THE SECRETARY OF TRANSPORTATION, KANSAS DEPARTMENT OF TRANSPORTATION (KDOT), FOR THE FY 2021 KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM TO REPLACE THE 15TH STREET BRIDGE OVER THE C STREET CANAL.

WHEREAS, the City of Arkansas City, Kansas, previously applied for and was selected to receive up to \$150,000.00 under the Fiscal Year 2021 Kansas Local Bridge Improvement Program from the Kansas Department of Transportation; and

WHEREAS, the State of Kansas will reimburse the City 90 percent of the cost, with 10 percent coming from the City; and

WHEREAS, the maximum reimbursement amount is \$150,000.00.

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to enter into an Agreement with the Secretary of Transportation, Kansas Department of Transportation (KDOT), for the FY 2021 Kansas Local Bridge Improvement Program to replace the 15th Street Bridge over the C Street Cana.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City Manager and/or City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 1st day of June, 2021.

(Seal)

Scott Rogers, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2021-06-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 1, 2021, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

PROJECT NO. 18 U-2399-01
KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM
BRIDGE RECONSTRUCTION/REHABILITATION
CITY OF ARKANSAS CITY, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT), (the “Secretary”) and the **City of Arkansas City, Kansas** (“LPA”), **collectively**, the “Parties.”

R E C I T A L S :

- A. The Kansas Legislature, through K.S.A. § 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects to aid local public authorities in replacing or repairing bridges throughout the state. The Kansas Local Bridge Improvement Program (KLBIP) has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city and county bridges in the State of Kansas.
- C. The LPA has requested, and the Secretary has authorized, a project under the KLBIP, as further described in this Agreement.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible for such state aid, work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

A R T I C L E I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Hazardous Waste”** means includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means the City of Arkansas City, Kansas, with its place of business at 118 W. Central Ave., Arkansas City, KS 67005.
14. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the LPA, being: **Replace Bridge No. 401100180115010 located on North 15th Street, north of Timberlane Estates, over C Street Canal, in Arkansas City, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

| Party | Responsibility | Total Projected Contribution (\$) |
|------------------------------|---|-----------------------------------|
| Secretary | 90% of Total Actual Costs of Preliminary Engineering (PE), Construction, and Construction Engineering (CE), not to exceed \$150,000.00. | 150,000.00 |
| LPA | 10% of Total Actual Costs of PE, Construction, and CE until Secretary’s funding limit is reached. 100% of Total Actual Costs of PE, Construction, and CE, after Secretary’s funding limit is reached. 100% of Right of Way, Utility Adjustments, and Non-Participating Costs. | |
| Total Estimated Project Cost | | 451,491.00 |

2. **Funding Limitation.** If Preliminary Engineering, Construction Engineering, Right of Way, and/or Utility Adjustments are included as eligible phases in this Project, reimbursement for those costs shall be made only after the Project has been Let. No reimbursement shall be made for these phases for amounts exceeding 15% of total Construction costs. Those amounts paid by the LPA for costs exceeding the 15% limit will not count toward the LPA’s required 10% match. No reimbursement will be made for work performed by LPA staff for project administration, engineering, or inspection.

3. **Reimbursement Payments.** The Secretary will make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing provided, however, the Secretary will not make reimbursement payments for Preliminary Engineering, Right of Way, or Utility adjustments until the Project has been Let.

ARTICLE III

LPA RESPONSIBILITIES:

1. **Legal Authority.** By his or her signature on this Agreement, the LPA certifies that the signatory has legal and actual authority as representative and agent for the LPA to enter into this Agreement. The LPA agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Letting and Administration by the LPA.** The LPA will prepare or contract to have prepared the Design Plans for the Project, Let the contract, and award the Construction contract to the lowest responsible bidder. The LPA agrees to construct or have constructed the Project in accordance with the final Design Plans; inspect or have inspected the construction; administer the Project; and make the payments due the Contractor, including the portion of cost borne by the Secretary.

3. **Design and Specifications.** The LPA shall design the Project or contract to have the Project designed in conformity with the appropriate design criteria for the Project in accordance with the LPA's established procedures, criteria, and industry standards. Specifically, the LPA agrees to comply with the technical and other requirements listed in Exhibit A, Structure and Design Requirements, which is attached and incorporated into this Agreement by this reference. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

4. **Conformity with State and Local Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state and local design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

5. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the LPA and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the LPA or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

6. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the LPA’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

7. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Inspections.** The LPA will provide the Construction Engineering necessary to determine substantial compliance with the final Design Plans and this Agreement. The LPA will require at a minimum all personnel, whether LPA or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement must contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

9. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA’s employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for

negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

10. **Indemnification by Contractors.** The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

11. **Additional Structure Removal.** If the Secretary's share of the Project costs will exceed \$150,000.00, the LPA is obligated to permanently close and request NBI removal of the additional structure identified for such removal on the KDOT Project Authorization Form. The LPA acknowledges that once the additional structure is removed from the NBI, that structure will no longer be eligible to receive state or federal funding.

12. **Reimbursement Requests.** The LPA shall submit invoices to the Secretary for reimbursement of costs incurred by the LPA for the Project. Invoices shall be submitted in amounts not less than \$1,000.00 and no more frequently than once per month. Invoices for reimbursement of costs for Preliminary Engineering, Right of Way, and Utility adjustments, are not eligible for reimbursement prior to the award of the Construction contract to the Contractor.

13. **Audit.** The LPA will participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

14. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

15. **Maintenance of Project.** When the Project is completed and final acceptance is issued the LPA will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

16. **Cancellation by LPA.** If the LPA cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to

reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary’s statement of cost incurred by the Secretary prior to the cancellation of the Project.

17. **Failure to Let.** The LPA acknowledges and agrees that the LPA’s failure to award the construction contract for the Project by December 1, 2022 (within two (2) years from the Project Award), will be considered a constructive act of cancellation by the LPA and the LPA will be deemed to have cancelled the Project for purposes of this Agreement. In such instance, the LPA will be subject to the reimbursement requirements set forth in this Article III, paragraph 16.

18. **Final Review.** Upon completion of the Project, the LPA shall notify Secretary and allow the Secretary or Secretary’s designee to participate in a final review of the Project to confirm compliance with the terms of this Agreement. Reviews by the Secretary are not done for the benefit of LPA or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by LPA.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Plans and Attachments.** The final Design Plans, specifications, special provisions, Construction Contract Proposal (as available), the agreement estimate for Construction Engineering (if applicable), and other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.

3. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The provisions found in the most current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the LPA, and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a Party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

CITY OF ARKANSAS CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS LOCAL BRIDGE IMPROVEMENT PROGRAM (Structure and Design Requirements)

- The County will acquire the services of a Professional Engineer, licensed in the state of Kansas to perform the design and analysis of the project. All plans shall have the seal and signature of the licensed engineer in charge of their development.
- Minimum of one (1) geology core sample and analysis report sealed and signed by a qualified licensed professional at each project site.
- Basic Hydraulic Analysis using as a minimum HY-8.
- Item 113 Justification Form (Scour Vulnerability).
- Minimum Allowable Stress Design (ASD) foundation design/construction (Modified Engineering News Record (ENR) Formula for Pile Driving).
- Load and Resistance Factor Design (LRFD) HL-93 Superstructure Design.
- Load and Resistance Factor Rating (LRFR) Superstructure Load Ratings (including Federal Highway Administration (FHWA) mandated “Specialized Hauling Vehicles” and “Emergency Vehicles”) using AASHTO Bridge Design and Rating (BrDR) (or compatible) design/rating model. All bridges shall have a completed KDOT Bureau of Local Projects Load Rating Summary Sheet sealed and signed by a licensed Professional Engineer.
- Within 90 days of completion of construction, a complete inventory inspection, including Load Rating Summary Sheet and Item 113 Justification form, shall be submitted to KDOT Bureau of Local Projects.
- The owner is responsible for acquiring permits and clearances needed for the Project.
- Submission of total project costs to KDOT Bureau of Local Projects upon project completion.

For longer structures, larger channels, higher volume roads, the “minimum” requirements may not suffice. Standard industry practice and sound engineering judgment in accordance with Kansas State Board of Technical Professions should be exercised at all times throughout the design and analysis phases of the Project.

All plans will bear the seal of a Professional Engineer licensed in Kansas.

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



City Commission Agenda Item

Meeting Date: June 1, 2021
From: Les Parks/Jeri Smith, FIRE-EMS
Item: Consider a Resolution authorizing the City of Arkansas City to purchase a 2022 E450 Ford Ambulance from Emergency Services Supply/Osage Ambulances, for an amount not to exceed \$162,854.00. **(Voice Vote)**

Purpose:

Requesting approval to purchase a 2022 E450 Ford Ambulance to replace the aging 2014 E350 Ford Ambulance.

Background:

The Fire-EMS Department is requesting the purchase of a 2022 E450 Ford Ambulance. As of this date (5/25/2021) the 2014 E350 has 172,580 miles on it and we are experiencing mechanical and electrical issues.

This ambulance build would be completed in the spring of 2022. All of our current ambulances, except the one this build would replace, have been manufactured by Osage Ambulances.

This project will be included in the 2022 budget.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration

Fiscal Impact:

Amount: \$162,854.00

Fund: 01

Department: 310

Expense Code: 7403

_____ Included in Budget _____ Grant _____ Bonds X Other (explain)

Will be included in the 2022 budget

Attachments:

Approved for Agenda by:



Randy Frazer, City Manager

**EMERGENCY SERVICES SUPPLY**

2637 Drew Perry Road
Jefferson City, MO 65109

May 17, 2021

Arkansas City Fire/EMS

Thank you for allowing Osage Ambulance/ESS the opportunity to submit a proposal for an ambulance your service is looking to procure. Emergency Services Supply is excited to provide you the following bid. We are confident Arkansas City Fire/EMS and the citizens of Arkansas City & the surrounding areas will find the Osage Ambulance experience exceptional. Osage's highly qualified manufacturing professionals take extreme pride in producing the safest, seamless patient module on the market. The quality you can expect in all aspects of an Osage Ambulance is of the highest value.

We are proposing a March 2022 day delivery time. *(Delivery based on chassis availability from Ford)*

We appreciate your time in reviewing our proposal and look forward to hearing back from you in the near future.

Regards,

David Vance

David Vance
dvance@osageind.com
785-617-0280



EMERGENCY SERVICES SUPPLY

2637 Drew Perry Road
Jefferson City, MO 65109

DATE: 05/17/2021
ESTIMATION TO: Arkansas City Fire/EMS
DELIVERY LOCATION: Arkansas City Kansas
EST. DELIVERY TIME: March 2022
PAYMENT: Net on delivery

(1) 2022 Osage Type III Remount, Ford E450 Chassis on an Osage supplied module

Total Unit Price ----- **\$162,854.00**

Above price includes a \$10,000 trade-in allowance for customers Braun Ambulance.

Above Pricing includes:

Stryker Powerload

Stryker Power Cot

Estimate good for 45 days without review.

Includes delivery to or 2 personnel from Arkansas City Fire/EMS to Osage plant for delivery.

David Vance
Osage Ambulance
785-617-0280



City Commission Agenda Item

Meeting Date: June 1, 2021
From: Marla McFarland, Human Resource Analyst
Item: Amended Pay Ordinance

Purpose:

Consider first reading of an Ordinance adopting the budgeted pay plan for 2021 and repealing Ordinance No. 2021-04-4531. **(Roll Call Vote)**

Background:

Staff recommends creating one (1) new position in the Neighborhood Services Division while removing one (1) position from the Police Department.

The position created in the Neighborhood Services Division is an **Animal Control/Nuisance Abatement Officer** position. This position will be a Pay Range 17.

The position to be removed from the Police Department is one (1) of the two (2) **Public Service Officer (PSO)** positions. The PSO position is a Pay Range 19.

Commission Options:

1. Approve the Ordinance on first reading
2. Disapprove the Ordinance
3. Table the Ordinance for further consideration

Fiscal Impact:

Amount: The fiscal impact should be minimal as the position has been budgeted at the Police Department.

Fund: 01 Department: 207 Expense Code: 5100
 Included in Budget Grant Bonds Other (explain)

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager

ORDINANCE NO. 2021-06-

AN ORDINANCE FIXING THE COMPENSATION OF EMPLOYEES OF THE CITY OF ARKANSAS CITY, KANSAS, PURSUANT TO THE PROVISION OF K.S.A. 14-1501 ET SEQ., AND REPEALING ORDINANCE NO. 2021-04-4531.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS, KANSAS, AS FOLLOWS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby adopts the City Master Wage Plan, attached hereto and incorporated by reference as if fully set forth herein. All such officers and employees of said City shall be paid respectively the amount set opposite the range set forth, in accordance with the City Budget for such purposes. All officers and employees shall be compensated from the several funds appropriated therefore, and shall be paid at such time and for such periods as the City Manager may direct, and further approval by the Governing Body for the payment of salaries and wages as authorized is not deemed necessary provided that pay period and time for payment of appropriate salaries shall be on a biweekly basis.

SECTION TWO: Overtime rate, longevity pay, and other pay incentives for employees shall be determined and specified in accordance with personnel policies in effect, and herein adopted by reference and incorporated as fully set forth herein. All compensation provided for in the City of Arkansas City Master Wage Plan shall be paid on warrants duly drawn according to law.

SECTION THREE: The Governing Body of the City of Arkansas City, Kansas, hereby repeals all provisions of Ordinance No. 2021-04-4531.

SECTION FOUR: The City Clerk of the City of Arkansas City, Kansas, shall cause this Ordinance, or a summary thereof, to be published one time in the official City newspaper and said Ordinance shall be in effect June 5, 2021.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas, on this 1st day of June, 2021.

(Seal)

Scott Rogers, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2021-06-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on June 1, 2021, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk



**CITY OF ARKANSAS CITY MASTER WAGE PLAN
ADOPTED BY THE GOVERNING BODY
OF THE CITY OF ARKANSAS CITY
ON JUNE 1, 2021**

| RANGE | JOB TITLE | RANGE | JOB TITLE |
|--------------|---|--------------|---|
| 12 | Burn Pit Attendant | 23 | Distribution & Collection Maintenance Worker III |
| | Clerk | | Emergency Management Coordinator |
| | Temporary/Seasonal Grounds Maintenance Worker | | Police Officer |
| | Temporary/Seasonal Horticulturalist | | |
| | Temporary/Seasonal Hydrant Flusher | 24 | Director of Senior Services |
| | | | Master Police Officer (MPO) |
| 14 | Cook/Driver | | Parks & Facilities Supervisor |
| | Director of Northwest Community Center & Hogan | | Sanitation Supervisor |
| | | | Management Assistant |
| 15 | Head Cook | | Street & Stormwater Supervisor |
| | Horticulturalist | | |
| | | 26 | Police Sergeant |
| 17 | Animal Control/Nuisance Abatement Officer | | |
| | Meter Technician | 27 | Accountant |
| | Sanitation Collector | | Principal Planner |
| | | | Wastewater Treatment Plant Supervisor |
| 18 | Distribution & Collection Maintenance Worker I | | Water Distribution & Collection Supervisor |
| | Parks & Facilities Maintenance Worker | | Water Treatment Facility Supervisor |
| | Street & Stormwater Maintenance Worker I | | |
| | | 28 | City Clerk |
| 19 | Administrative Assistant | | Detective Lieutenant |
| | Customer Service Specialist | | Police Lieutenant |
| | Deputy City Clerk | | Public Information Officer/Special Projects Coordinator |
| | Human Resources Assistant | | |
| | Public Service Officer (PSO) | 29 | Emergency Medical Services (EMS) Director |
| | Records Specialist | | |
| | | 31 | Building Official |
| 20 | Distribution & Collection Maintenance Worker II | | Police Captain |
| | Sanitation Driver | | Information Technology (IT) Manager |
| | Street & Stormwater Maintenance Worker II | | Human Resource Analyst |
| | | | |
| 21 | Combination Inspector | 34 | Finance Director/Treasurer |
| | Sexton | | Human Resources Director |
| | Wastewater Treatment Plant Operator | | |
| | Water Treatment Facility Operator | 37 | Environmental Services Superintendent |
| | | | Fire/Emergency Medical Services (EMS) Chief |
| 22 | Parks & Facilities Lead | | Police Chief |
| | Street & Stormwater Maintenance Worker III | | Public Services Superintendent |
| | | | |
| 23F | Firefighter/Emergency Medical Technician | 27F | Firefighter/Paramedic |
| 24F | Engineer/Emergency Medical Technician | 28F | Fire/Emergency Medical Services Lieutenant |
| 25F | Paramedic - FT | 29F | Fire/Emergency Medical Services Captain |
| 26F | Paramedic - PT | | |
| | | | |

| Range | Minimum | Mid-Point | Maximum |
|---|---------|-----------|---------|
| 10 | 9.37 | 11.02 | 12.67 |
| 11 | 9.84 | 11.57 | 13.31 |
| 12 | 10.33 | 12.15 | 13.97 |
| 13 | 10.84 | 12.75 | 14.67 |
| 14 | 11.39 | 13.40 | 15.41 |
| 15 | 11.96 | 14.07 | 16.17 |
| 16 | 12.55 | 14.76 | 16.98 |
| 17 | 13.18 | 15.51 | 17.84 |
| 18 | 13.84 | 16.28 | 18.72 |
| 19 | 14.53 | 17.10 | 19.66 |
| 20 | 15.26 | 17.95 | 20.64 |
| 21 | 16.02 | 18.85 | 21.68 |
| 22 | 16.83 | 19.80 | 22.76 |
| 23 | 17.67 | 20.79 | 23.91 |
| 24 | 18.55 | 21.83 | 25.10 |
| 25 | 19.48 | 22.91 | 26.35 |
| 26 | 20.45 | 24.06 | 27.67 |
| 27 | 21.47 | 25.26 | 29.05 |
| 28 | 22.55 | 26.53 | 30.51 |
| 29 | 23.68 | 27.85 | 32.03 |
| 30 | 24.86 | 29.25 | 33.63 |
| 31 | 26.11 | 30.71 | 35.32 |
| 32 | 27.41 | 32.25 | 37.09 |
| 33 | 28.78 | 33.86 | 38.94 |
| 34 | 30.22 | 35.55 | 40.89 |
| 35 | 31.73 | 37.33 | 42.92 |
| 36 | 33.32 | 39.20 | 45.08 |
| 37 | 34.99 | 41.16 | 47.33 |
| 38 | 36.74 | 43.22 | 49.70 |
| 39 | 38.58 | 45.38 | 52.19 |
| 40 | 40.50 | 47.65 | 54.80 |
| 41 | 42.53 | 50.04 | 57.54 |
| Use this chart for FD employees working 2920 hours annually (24 hour shifts) | | | |
| Range | Minimum | Mid-Point | Maximum |
| 21F | 11.42 | 13.43 | 15.44 |
| 22F | 11.99 | 14.10 | 16.22 |
| 23F | 12.58 | 14.80 | 17.02 |
| 24F | 13.21 | 15.54 | 17.87 |
| 25F | 13.87 | 16.32 | 18.77 |
| 26F | 14.56 | 17.13 | 19.70 |
| 27F | 15.28 | 17.98 | 20.68 |
| 28F | 16.05 | 18.88 | 21.71 |
| 29F | 16.85 | 19.82 | 22.79 |



City Commission Agenda Item

Meeting Date: 6/1/2021
From: Randy Frazer, City Manager
Item: City Manager Updates

Purpose:

City Manager's Report on Upcoming Activities

Background:

1. The **Ark City Community Band** will kick off its historic 150th consecutive season with a concert starting at **7:30 p.m. Thursday, June 3** under the rotunda at Wilson Park. Concerts will follow each Thursday evening at the same time and place through **July 15**, which will be a special 150th anniversary concert.
2. The seventh annual **Arkansas City Area Chamber of Commerce** golf tournament will be held from **9 a.m. to noon Saturday, June 5** at Great Life Golf & Fitness, located at 8731 U.S. 166. Check-in starts at **8 a.m.**
3. Chefs from around the nation will be coming to Creekstone Farms to tour the plant and enjoy an evening of fine Kansas dining on **6 p.m. Monday, June 7**.
4. The next **RISE Cowley** steering committee meeting will be at **10 a.m. Tuesday, June 8** at the Cowley County Courthouse, located at 311 E. Ninth Ave. in Winfield. (This meeting also is available via [Zoom](#).)
5. The next monthly **Cowley County Legislative Committee** meeting is at **noon Tuesday, June 8** at the Winfield Area Chamber of Commerce office, located at 123 E. Ninth Ave.
6. The **Arkansas City Farm and Art Market** will continue its 2021 season from **4 to 7 p.m. Tuesday, June 8 and 15** at the Wilson Park rotunda. The market season will continue each Tuesday through September.
7. The next **City Commission** study session will be at **noon Friday, June 11** in my office here at City Hall.
8. The **Oklahoma FreeWheel** will end its statewide route from about **8 a.m. to noon Saturday, June 12**. 300 cyclists from all across Oklahoma and elsewhere will finish the event in downtown Arkansas City and dine here. Visit Ark City will have a welcome area for them at the finish line. Downtown restaurants will see some extra business as the riders will want to eat a quick breakfast/lunch before they head home.

Approved for Agenda by:



Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: 6/1/2021
 From: Andrew Lawson, Public Information Officer
 Item: City Advisory Board Reports

Purpose:

The City Commission receives regular reports from its appointed advisory boards and committees in the form of their approved minutes.

Commission Options:

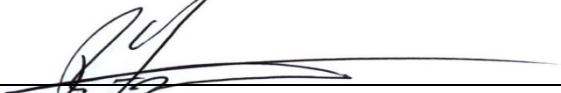
1. No action needed.

Attachments:

The following approved board and committee minutes are included in this packet:

- March 18 — Building Trades Board
- April 8 — Visit Ark City Board of Trustees
- April 8 — Equal Opportunity and Accessibility Advisory Board
- April 15 — Arkansas City Recreation Commission
- April 15 — 2021 Tacolalah Executive Committee
- April 19 — Historic Preservation Board
- May 6 — 2021 Tacolalah Executive Committee (*special meeting*)

Approved for Agenda by:



Randy Frazer, City Manager

City of Arkansas City
Building Trades Board
Minutes

Regular meeting held on Thursday, March 18, 2021 at 5:15 PM at the **Water Treatment Plant Conference Room.**

Mark Bartlett, Chair, called the meeting to order at 5:15 PM.

Roll Call:

| | | | | | |
|---------------|-------------------------------------|---------------|-------------------------------------|--------------|-------------------------------------|
| Mark Bartlett | <input checked="" type="checkbox"/> | Michael Kuhn | <input checked="" type="checkbox"/> | John Bahruth | <input checked="" type="checkbox"/> |
| Randy Smith | <input checked="" type="checkbox"/> | Chris Rains | <input checked="" type="checkbox"/> | Jace Kennedy | <input checked="" type="checkbox"/> |
| Ken Miller | <input checked="" type="checkbox"/> | Jamie Terrill | <input checked="" type="checkbox"/> | Michael Hunt | <input checked="" type="checkbox"/> |

Ken Miller made the motion to approve the minutes from November 19, 2020 and Jace Kennedy made the second. Voice vote carried the motion.

1. Open Discussion

Mark Bartlett asked the board if they had anything they wanted to bring in front of the board. Mike Bellis approached the board about licensed persons being on the job site. After discussion between the board members, a roll call vote was completed to not have licensed personnel on the jobsite. All members voice voted in favor.

Mark Bartlett asked if there was anything further to discuss. There was not.

Jace Kennedy made the motion to adjourn the meeting and Chris Rains made the second. Voice vote carried the motion.

The VISIT Ark City Board of Trustees met in the Chamber Conference Room at noon Thursday, **April 8, 2021**. Those present were Shawn Silliman, Liz Shepard, Carlla Pike, Arty Hicks, Kanyon Gingham, Duane Oestmann, Andrew Lawson, Charles Tweedy and Pam Crain - VAC Director. Absent: Shannon Martin and Julianna Barragan.

Arty Hicks called the meeting to order.

Minutes from February 11 Meeting

Minutes of the previous meeting were reviewed. Liz Shepard moved to accept the minutes. It was seconded by Carlla Pike. A unanimous voice vote declared the **minutes accepted**.

Treasurer's Report

Pam Crain presented the financials and monthly expenses for February and March. Expenses included Bridal Fair sponsorship, Swap Meet advertising, hospitality food for the "Green Room" at the Burford and the replacement of the awning. Liz Shepard moved to accept the report as presented. Carlla Pike seconded, and a unanimous voice vote declared the **motion approved**.

New Business

Green Room

Pam Crain reported VAC will continue to support the "Green Room" at the Burford Theatre.

Basket for Physician Recruitment

Pam Crain will prepare a welcome basket for a physician visiting Ark City.

Toy Train Show

Pam Crain reported the Train Show will occur on April 24th. Pam may request that the VAC board help to set up tables and chairs on Friday, and break them down on Saturday.

Cowley Indoor Market

4 Friends, LLC will be hosting this event at the Burford the first Wednesday of each month. Pam will set up a booth to promote VAC and do a prize drawing.

150th Celebration

Pam Crain reported the History of Ark City and Walnut Valley program will take place on April 10th. The program will feature Etzanoa and Ark City history. A walking tour of downtown historical buildings will be part of the program.

July 14-18th will be the main 150th Celebration for Arkansas City.

- Wednesday – Indoor Market, DJ, cornhole tournament, street dance and food vendors
- Thursday – City Band, hot dogs, ice cream and fireworks display at Wilson Park
- Friday – Burford Concert in Wilson Park
- Saturday – Tacolalah (all day in Wilson Park)
- Sunday – Ark City churches meeting in Wilson Park for a praise and worship service.
Lunch will be provided by Creekstone Farms.

Last Run Car Show

The Last Run Car Show will be in direct competition with the Drag Strip Car Show. Pam Crain will meet with Drag Strip and Tumbleweed representatives to see if a compromise is possible. The VAC Board plans to support the Last Run Car Show.

VAC Website

The VAC board discussed the progress of the new website with Andrew Lawson and Dave Fels. The search engine capabilities, map functions, VAC calendar, and translator options were presented. The group consensus was to make a few minor changes, but the general template of the website was good.

Visiting City Managers

A group of 20 city managers will be visiting Ark City. Pam Crain will host the group for a steak dinner in her home.

Soofa Signs

Andrew Lawson presented information to the VAC Board on a digital information sign (kiosk) system for the City. The signs can be used to promote businesses, upcoming programs and to track visitor numbers. The cost for each sign is \$12,000. The City would need to purchase 3 signs to have the Soofa Company do all repairs and maintenance to the signs. Pam Crain agreed to help find additional sponsors to help cover the cost for three signs. The VAC Board has informally agreed to financially support the project as much as is reasonably possible.

Liz Shepard made a motion to adjourn; seconded by Carlla Pike.

The next regular meeting is scheduled for noon on May 13th, 2021.

A regular meeting was held **Thursday, April 8, 2021**, at the Water Treatment Facility. The meeting was called to order at **4 p.m.**

Roll Call:

Board Members

| | |
|------------------------|-------------------------------------|
| Bob Baker | <input type="checkbox"/> |
| Ethan Bartlett | <input checked="" type="checkbox"/> |
| JoAnn Bierle | <input checked="" type="checkbox"/> |
| James Fry | <input checked="" type="checkbox"/> |
| Anita Judd-Jenkins | <input type="checkbox"/> |
| Tammy Lanman-Henderson | <input checked="" type="checkbox"/> |
| Frances "Rags" Smith | <input checked="" type="checkbox"/> |

Staff Liaisons

| | |
|-----------------|-------------------------------------|
| Mike Bellis | <input checked="" type="checkbox"/> |
| Randy Frazer | <input checked="" type="checkbox"/> |
| Evan Haney | <input type="checkbox"/> |
| Andrew Lawson | <input checked="" type="checkbox"/> |
| Marla McFarland | <input type="checkbox"/> |
| Tony Tapia | <input type="checkbox"/> |
| Josh White | <input type="checkbox"/> |

1. Approve February Regular Meeting Minutes:

Rags made a motion to approve the minutes of the **February 11, 2021**, regular meeting as written. JoAnn seconded the motion, which was approved **5-0** on a voice vote. (**NOTE: Ethan left the meeting early at 5:16 p.m.**)

2. Community Survey Results (FlashVote):

Andrew presented the results of the first FlashVote survey and said staff was not really surprised by any of the results. There were **120** respondents, or roughly 1 out of every 100 Arkansas City residents, for a margin of error of **±10 percent**.

3. Comprehensive Plan Discussion:

Andrew said the Planning Commission is continuing its discussion of **Chapter 3**, "Housing and Neighborhoods," and **Chapter 4**, "Economic Development." He briefly overviewed **Chapter 5**, "Parks and Recreation," and asked the Board to review it prior to the **May 13** meeting so they will be prepared with comments and questions at that next regular meeting.

4. Fair Housing Month / Housing Assessment Tool:

Andrew showed the Board a sample "Fair Housing Facts" poster and asked for input on redesigning and expanding it for use. Andrew presented the Board with copies of the Kansas Tenants Handbook and gave an overview of the information it contains. Randy gave the Board some background on the Housing Assessment Tool (HAT) and the Community Development Block Grant (CDBG) the City plans to apply for this summer for housing rehabilitation. The HAT is a prerequisite to apply for this. James Cox, a Wichita State student who's assisting the City with its HAT, asked several questions and led a group discussion for the HAT report. In addition to the Board, Cowley College representatives Lynlea Bartlett and Jason O'Toole participated. Mr. O'Toole discussed both on- and off-campus housing needs at both the college's Arkansas City and Wellington campuses. James mentioned the "Block 22" project in Pittsburg, with which he is very familiar. It was discussed how this possibly could be a model for revitalizing and rehabilitating our downtown, which then could lead to independent student housing too.

5. Tacolalah Executive Committee Report:

The next Tacolalah Executive Committee meeting will be at **noon April 15** at the Water Treatment Facility. The Committee selected **Melissa Mendez** as its seventh and final member. Andrew thanked Rags for helping to identify and recruit Melissa.

6. Other Miscellaneous Items:

There was some discussion about various complaints at Lake View Estates. Mike is looking into some of these complaints.

Andrew said Linda Misasi with Cowley County's Community Developmental Disability Organization will visit on **May 13**.

JoAnn made a motion to adjourn the meeting. Rags seconded the motion, which was approved **4-0** on a voice vote. The meeting was adjourned at **5:24 p.m.** The next meeting of the Equal Opportunity and Accessibility Advisory Board will be at **4 p.m. May 13, 2021**.

**Arkansas City Recreation Commission
MINUTES OF REGULAR MEETING**

April 15, 2021 @ 7:00 a.m.

Arkansas City Recreation Center, 225 East 5th Ave – Arkansas City, Kansas 67005

Board Members Present: Mr. Jason O’Toole
Mr. Dustin Quint
Mrs. Sandra Davis

Board Members Absent: Mr. Andy Paton
Mr. Dave Pontious

Staff Members Present: Mr. Landon West
Ms. Erica Fitzpatrick

Guests/Registrants Present: None

- 1) Call to Order: Approve the Agenda for Regular Meeting:
Jason O’Toole called the meeting to order at 7:03a.m. Motion was made by Dustin Quint to approve the agenda as posted; seconded by Sandra Davis motion passed.
- 2) Approve the Minutes of the Previous Meeting:
Motion was made by Dustin Quint to approve the minutes of the March meeting as submitted, seconded by Sandra Davis, motion passed.
- 3) Public Comment:
- 4) Financial Reports:
AC Tennis Association waiting on the last \$3,500.00 check from USD 470. We have received the checks from the City of Arkansas City and Cowley College. A motion to approve this was made by Sandra Davis. Motion seconded by Dustin Quint.
- 5) Consider Proposals & Bids:
No proposals today. Waiting on a bid from Great Hardwood Flooring to repair a 18’ circumference hole in the gym floor.
- 6) Review Superintendent report: Landon’s report to the board included the following:
FAC Programs almost back to where we were pre-COVID. Summer FAC Programs are in the end stages of planning with IYQ, and swimming lesson dates set. Registration for those is to begin next week. Lifeguard training class is set for April 23rd. We are still in need of about 15 lifeguards for the summer still. With the competition of the casino waterpark and unemployment benefits still coming into some, finding workers seems to be a strenuous pursuit of many. The Southwestern College pool is currently closed due to pump issues and is scheduled to be closed until further notice. With that Winfield Highschool, patrons and swim teams are currently using our facilities. Work has begun on the Paris Park Pool. The city workers have one a great job with repairs and painting. We are planning on moving equipment in within the next two weeks. We have moved to one singular admission fee for all ages. This will help cashiers calculate totals for multiple admissions. The PFC is enjoying the new water rower machine and the posters on the wall to assist with workouts. Staff are continuing to wipe down machines and sanitize regularly. We are looking into ideas for a friendly competition for gym members. Such as counting consecutive days in the gym or miles walked on treadmill. More people are opting for an annual membership instead of monthly or weekly. Also mentioned the possibility of an auto renewal option.
Soccer season began March 1st. Soccer registrations this spring came to a total of 232 kids. Games began March 29th. The associations biggest struggle was finding enough refs for soccer. Baseball and Softball registrations has been extended through April 16th to fill a few more spots. Currently we have 238 baseball players and 178 softball players. Looking forward to this season! Youth track registrations go through April 16th. Practices for that are April 26th and 28th with the Meet on May 1st at the ACHS track. We have added an additional gymnastics time

slot to allot for more classes over the summer months. The gyms have opened for adult pick up basketball Tuesdays from 6-8 in the small gym and for pickle ball from 5-7pm in the south gym. We also purchased our first set of cornhole boards and are looking into setting up some tournaments and leagues. Kevin Washington with Hoop Vision will be back June 28th-30th for another basketball camp for kids 3rd - 12th grade. We are also working with ACHS Volleyball and Football coaches for a few summer camps as well.

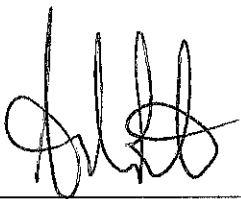
CONCO has completed the concrete work in the breezeway between the gyms.

We discussed changes to the ACRC logo and moving from a blue/yellow logo to a purple/grey logo. With the understanding that the complete turnover may take a length of time and funds with the change of padding in the small gym.

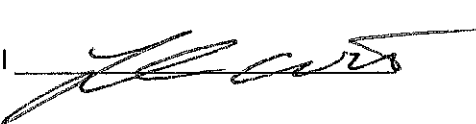
7) Executive Sessions:

Dustin motioned to move into executive session for 15 minutes at 7:20am. Sandra Davis seconded. At 7:32am executive session was concluded. No action was taken.

8) Adjournment: Sandra Davis made a motion to adjourn at 7:33 am, seconded by Dustin Quint, motion passed.

Approval  _____

5/20/21

Approval  _____

5/20/21



2021 TACOLALAH COMMITTEE

MEETING: 12:03 PM THURSDAY, APRIL 15, 2021 @ WATER TREATMENT PLANT

| Roll Call: | <u>Executive Committee Members</u> | | <u>Executive Committee Alternates</u> | |
|--------------------------|---|-------------------------------------|--|-------------------------------------|
| <i>Beautification</i> | Candace Hendricks , Vice Chair | <input checked="" type="checkbox"/> | Nancy Holman | <input type="checkbox"/> |
| <i>Community Spirit</i> | Charles Tweedy , Treasurer | <input checked="" type="checkbox"/> | Kim Hager | <input type="checkbox"/> |
| <i>Equal Opportunity</i> | JoAnn Bierle | <input checked="" type="checkbox"/> | Anita Judd-Jenkins | <input type="checkbox"/> |
| <i>NWCC</i> | Gary Hale , Volunteer Coordinator | <input type="checkbox"/> | Ruben Garcia | <input type="checkbox"/> |
| <i>Visit Ark City</i> | Liz Shepard , Chairwoman | <input checked="" type="checkbox"/> | | |
| <i>Outdoor Market</i> | Kelly Dillner , Market Coordinator | <input checked="" type="checkbox"/> | <u>Non-Voting Advisors</u> | |
| <i>At-Large Member</i> | Melissa Mendez | <input checked="" type="checkbox"/> | Pam Crain , Fiscal Agent | <input checked="" type="checkbox"/> |
| <i>Ad-Hoc Member</i> | Debbie Savala , CDEM Coordinator | <input checked="" type="checkbox"/> | Andrew Lawson , Secretary | <input checked="" type="checkbox"/> |

1. Approve minutes of the March 18, 2021, executive committee meeting.

Motion: **Charles Tweedy** Second: **Kelly Dillner** Vote: **5-0**

2. Approve minutes of the April 1, 2021, special executive committee meeting.

Motion: **Kelly Dillner** Second: **Charles Tweedy** Vote: **5-0**

3. Approve Tacolalah Festival financial report as of March 31, 2021.

There were no changes since this was last presented. The current account balance is **\$3,814.14**. Andrew said the festival needs about three more sponsors at the \$500 level to cover current costs.

4. NEW BUSINESS: 2021 Tacolalah Festival Sponsorship Levels

Pam presented the following proposed sponsorship levels, which the committee approved **5-0**:

- **1 Presenting Sponsor** (\$2,000) — Lead on all promotional materials, main banner on festival stage, logo on T-shirt, 10 free T-shirts/koozies
- **2 Event Sponsors** (\$1,000) — 2nd mention on all promotional materials, side banner on festival stage, logo on T-shirt, six free T-shirts/koozies
- **4 T-Shirt Sponsors** (\$500) — mention on all promotional materials, banner on front bottom festival stage, logo on T-shirt, four free T-shirts/koozies
- **1 Koozie Sponsor** (\$500) — mention on all promotional materials, banner on all sides of beer garden, logo on koozies, four free T-shirts/koozies



The committee amended this to add an unlimited number of **Friend of Tacolalah** (\$250) sponsors, which include mentions on all promotional materials (*except T-shirts*) and two free T-shirts/koozies.

Motion: **Kelly Dillner**

Second: **Candace Hendricks**

Vote: **5-0**

5. Subcommittee Reports:

- **Arts and Crafts** — Amy Lawson, Nancy Holman, Rags Smith
 - *Report:* Purchasing supplies and planning activities, received in-kind donation of wood worth \$200 from Woods Lumber for photo cutouts (*can be reused each year*)
- **Beer Garden** — Andrew, Liz, Pam
 - Pam suggested asking Burford Theatre Arts to run this; Pam/Andrew will explore it
 - This will simplify the ordinance authorizing back-to-back beer gardens **July 16-17**
- **Cultural/Dancing/Entertainment/Music (CDEM)** — Andrew, Debbie
 - *Report:* Debbie said she has added a booking from the Norahua Folklorico dancers (\$650 for one hour) and is working to secure Native American dancers.
- **Games/Activities** — Candace, Gage Musson, Kim Hager, Landon West, Ron Smith, Zach Stoy
 - *Tasks:* Brainstorm, select and plan possible activities; recruit volunteers to run them
 - This group will have its first meeting **April 20** to brainstorm possible activities
 - We can have cornhole boards set up on the tennis courts, but probably no tourney
- **Merchandise** — Pam, Visit Ark City Board of Trustees
 - *Task:* Select types/amounts of merchandise and place orders; Visit AC will run this
- **Outdoor Market** — Kelly, 4 Friends LLC
 - *Report:* Many vendors have signed up already; this may expand east of the train
- **Sponsorships** — Andrew, Candace, Gary, Jose Esparza, Liz, Pam
 - *Secured:* 1025 The River (*in-kind*), RCB Bank (\$500), United Agency (originally \$500, but upgraded to \$2,000 during this meeting!), Visit Ark City (\$500)
 - *Targets:* Community National Bank, Creekstone Farms, Fastenal, GE IUE-CWA, KanPak, La Fiesta, PenFed Realty, Pizza Ranch, The Property Shop, The Stock Exchange Bank, Summit Realty, Union State Bank
 - Current goal is try to secure all \$500/\$1,000/\$2,000 sponsors prior to **April 23!**
- **Vendors** — Andrew, JoAnn, Kelly (Outdoor Market), Tammy Lanman-Henderson
 - *Task:* Continue to reach out to and sign up food and Outdoor Market vendors
 - *Signed Up:* There's No Taste Like Home (*formerly Russ & Annie's*)
 - *Targets:* 3 Critters BBQ, A Little Taste, First Assembly of God, Martha Moreno, Neives', Okie Dokie Express, Smoke Happy BBQ, This or That Food Truck
- **Volunteers** — Gary, James Fry, Liz, Pam (training event at Burford), Patti Morgan
 - *Tasks:* Continue to recruit volunteers and send link to web form; schedule training
 - *Report:* Currently only 11 volunteers signed up; committee members need to do this



6. NEW BUSINESS: Tacos & Tequila (Saturday, May 15, 2021)

Anita forwarded information to the committee about “Tacos & Tequila” from **2:30 to 9:30 p.m. May 15** at the Wichita Boathouse, located at 515 S. Wichita. There will be 4-5 vendors there we could invite to Tacolalah. Andrew asked committee members to let him know if they want to go.

7. Other Miscellaneous Items:

Debbie left the meeting in progress at **12:17 p.m.** JoAnn joined the meeting in progress at **12:28 p.m.** Kelly left the meeting in progress at **12:59 p.m.**

Charles said the next committee probably should hold off on making any Wilson Park donations following this year’s event, until startup costs for the 2022 festival are covered. The committee agreed it probably would be best to wait until after the 2022 event to do this and build up reserve.

The committee reviewed various volunteer suggestions from after the 2019 festival, including:

- Create signs explaining the token process. (Maybe also signs with a map of all locations?)
- Create laminated signs with all of the merchandise prices.
- Preload music on an iPod or burned CD that the rotunda equipment can read. (Bob Baker)
- More extension cords! More token runners! More restroom supplies! Much more music!
- Get \$200 to \$300 more in \$1 bills for starting cash in the drawer, plus counterfeit pens.
- Tell vendors to prepare for much bigger crowds!
- Buy fanny packs/mini-aprons with pockets for token runners
- Open token presales **July 1** at the Chamber of Commerce office (less than half of tokens).
- Translate brochures and other materials into Spanish the week before the event.
- Clean picnic tables and rotunda area regularly (part of hospitality).
- Conduct volunteer training ahead of time and pass out volunteer T-shirts at this event.

Andrew said the status of the token trailer is currently uncertain. If the Optimist Club votes to cook at Tacolalah as a vendor, there may difficulty in sharing the trailer. He is working on this.

8. Adjourned at 1:12 p.m. Motion: Charles Tweedy Second: Candace Hendricks Vote: 4-0

NEXT MEETING: 3:30 PM THURSDAY, MAY 6, 2021 VIA GOTOMEETING

The meeting was called to order at 5:30 pm.

Roll Call: Kevin Cox [x] Foss Farrar [x] Charles Jennings [] Kayleigh Lawson [x] JW Lozano []

Also present at roll call was Principal Planner Josh White and Public Information Officer Andrew Lawson

1. Consent Agenda

K. Lawson made a motion to approve the meeting March 15, 2021 meeting minutes as written. Cox seconded the motion. Voice vote carried the motion.

2. Walking Tour Update

Farrar is nearly done with the east side but is slightly behind. A. Lawson said he would make up a schedule to help ensure that we stay on track to be done prior to the June meeting. He then gave a progress update on the brochure. Some photos still need to be taken. Most buildings have their own page. We can still add pages at the end if needed. White will reach out to Jennings to see if he can help us do the research on the churches. White gave an update on the website app progress. A. Lawson noted that the city website will go live next week which will then allow us to move forward there. He said he planned to visit the print shops to get pricing and timelines. K. Lawson said she checked into audio recordings for the website and found it would be pretty simple to do.

3. Other Items

White said that Visit Ark City was looking for input on what involvement the board would like to have with the 150th Celebration in July. A. Lawson gave a brief overview of the proposed events. The board discussed possible involvement and agreed to put together something that would promote the walking tour. A. Lawson said the City was looking at new messaging signs. The City will run the design by the board for the ones in the historic district.

Adjournment:

Farrar declared the meeting adjourned at 6:35 pm.



2021 TACOLALAH COMMITTEE

SPECIAL MEETING: 3:32 PM THURSDAY, MAY 6, 2021 VIA GOTOMEETING

| Roll Call: | <u>Executive Committee Members</u> | | <u>Executive Committee Alternates</u> | |
|--------------------------|---|-------------------------------------|--|-------------------------------------|
| <i>Beautification</i> | Candace Hendricks , Vice Chair | <input checked="" type="checkbox"/> | Nancy Holman | <input type="checkbox"/> |
| <i>Community Spirit</i> | Charles Tweedy , Treasurer | <input checked="" type="checkbox"/> | Kim Hager | <input type="checkbox"/> |
| <i>Equal Opportunity</i> | JoAnn Bierle | <input checked="" type="checkbox"/> | Anita Judd-Jenkins | <input type="checkbox"/> |
| <i>NWCC</i> | Gary Hale , Volunteer Coordinator | <input checked="" type="checkbox"/> | Ruben Garcia | <input type="checkbox"/> |
| <i>Visit Ark City</i> | Liz Shepard , Chairwoman | <input checked="" type="checkbox"/> | | |
| <i>Outdoor Market</i> | Kelly Dillner , Market Coordinator | <input checked="" type="checkbox"/> | <u>Non-Voting Advisors</u> | |
| <i>At-Large Member</i> | Melissa Mendez | <input type="checkbox"/> | Pam Crain , Fiscal Agent | <input checked="" type="checkbox"/> |
| <i>Ad-Hoc Member</i> | Debbie Savala , CDEM Coordinator | <input checked="" type="checkbox"/> | Andrew Lawson , Secretary | <input checked="" type="checkbox"/> |

1. NEW BUSINESS: Sponsorship Push

Andrew apologized for having to call a special meeting, but said the Committee might have to start meeting twice a month until the event itself on **July 17** (which is just 71 days away!).

JoAnn and Kelly joined the meeting in progress at **3:33 p.m.**

The news release about United Agency’s \$2,000 donation received good social media traction and probably spurred at least one food vendor to hurry up and turn in their application, he said.

Andrew drafted Mairi Baker to assist with cold-calling potential sponsors and Candace will help by making in-person visits to larger donor targets. He wants to wrap up \$500+ levels in a week.

Debbie had suggested pricing T-shirts at **\$10** apiece. Pam is working to make that happen. Kelly suggested contacting Twin Rivers for pricing. But Pam already has an order locked in with Elite.

2. NEW BUSINESS: Entertainment Push

Andrew and Debbie discussed changes to the entertainment schedule in progress, including Biscuit’s backing out. Its **\$200** fee could be redirected as a donation to the Danza Tadeo dancers.

Two replacement bands are being evaluated but the cost will be higher. Need **\$1,500** in sponsors!

Andrew showed the Committee the final 150th Celebration poster mockup, which includes Tacolalah among the listed events. We can still do a Tacolalah-centric poster with entertainers later.



3. NEW BUSINESS: Token Orders

Andrew ordered 500 wooden tokens at a total cost of **\$161.06**, about \$40 more than he expected.

Pre-sales will need to be capped at **50%** of tokens. Pam joined the meeting in progress at **3:46 p.m.**

4. NEW BUSINESS: Sales Tax

Andrew recently had a long conversation with the Kansas Department of Revenue (KDOR), which will have to create an entirely new reporting process to deal with Tacolalah’s unique setup.

More details to come as they are conveyed by KDOR! **\$1,080.95** is still owed from 2019, but can be paid up to 30 days following this year’s event, in conjunction with this year’s tax collection.

5. NEW BUSINESS: Beer & Margarita Garden

Andrew said the Burford was not aware that Tacolalah expected to keep 10-20% of total liquor sales. He recommended allowing the Burford to keep 100% of the profits — this year only — as long as it takes care of **ALL** considerations and the Committee does not have to staff or handle security. The committee members all agreed to this proposal and will re-evaluate after this event.

6. NEW BUSINESS: Token Trailer

Andrew presented a proposed offer to the Optimist Club to share its main trailer for both its food sales as a vendor and as the primary Tacolalah Token Trailer, as it was in 2019. The club would be recognized with a \$500 in-kind T-shirt sponsorship (as long as it votes to accept this offer at its **May 11** meeting) in exchange for exclusive use of two windows on one side of the trailer.

In addition, all Tacolalah volunteers inside the trailer during this event would have to be Optimists, Soroptimists or enrolled as Friends of Optimists (associate members), with the club paying their dues. Andrew said most volunteers are already in one of the clubs and the rest are OK with this.

The committee voted unanimously to approve this proposal and present it to the Optimist Club.

Motion: **Liz Shepard** Second: **JoAnn Bierle** Vote: **5-0** (with Gary abstaining)

7. Subcommittee Reports:

- **Cultural/Dancing/Entertainment/Music (CDEM)** — Andrew, Bobie Baker, Debbie
 - *Report:* Debbie said she has added a booking from a Native American war dancer from Wichita, who will lead off the event after Cindy’s School of Dance, which is back on board for **July 17**. She provided a draft of the event schedule.



- **Games/Activities** — Candace, Gage Musson, Kim Hager, Landon West, Ron Smith, Zach Stoy
 - Candace said it will cost **\$275** to rent 4 inflatables all day (setup/teardown provided)
- **Sponsorships** — Andrew, Candace, Jose Esparza, Mairi Baker, Pam
 - *1 \$2,000 Presenting Sponsor Secured:* United Agency
 - *3 \$500 T-Shirt Sponsors Secured:* 1025 The River (*in-kind*), RCB Bank, Visit AC
 - *1 \$250 Friend of Tacolalah Secured:* Woods Lumber (*in-kind*)
 - *Targets:* 7 Clans Casino, C&C Liquor, Community National Bank, **Creekstone Farms**, DiVall Liquor, Fastenal, General Electric IUE-CWA, KanPak, La Fiesta, Native Lights Casino, PenFed Realty, Pizza Ranch, The Property Shop, The Stock Exchange Bank, Summit Realty, Union State Bank
 - Updated goal is try to secure all \$500/\$1,000/\$2,000 sponsors prior to **May 12!**
- **Vendors** — Andrew, JoAnn, Kelly (Outdoor Market), Tammy Lanman-Henderson
 - *Task:* Continue to reach out to and sign up food and Outdoor Market vendors
 - *4 Signed Up:* There's No Taste Like Home, This or That Food Truck, Yolanda's Homemade Tamales, Snowie Bus
 - *Targets:* 3 Critters BBQ, A Little Taste, First Assembly of God, Marcela Jimenez, Martha Moreno, Neives', Okie Dokie Express, Optimist Club, Smoke Happy BBQ
- **Volunteers** — Gary, James Fry, Liz, Pam (training event at Burford), Patti Morgan
 - *Tasks:* Continue to recruit volunteers and send link to web form; schedule training
 - *Report:* Currently only 14 volunteers signed up; committee members need to do this
 - *T-Shirts:* They will be **red** for volunteers and T-shirts for sale to the public are **blue**.

8. Adjourned at 4:09 p.m. Motion: Liz Shepard Second: Kelly Dillner Vote: 4-0

NEXT MEETING: NOON THURSDAY, MAY 20, 2021 @ 400 W. MADISON AVE.