



City of Arkansas City

CITY COMMISSION MEETING AGENDA

Tuesday, July 19, 2022 at 5:30 PM — 118 W Central Ave, Arkansas City, KS

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/708327685>

You can also dial in using your phone. United States: +1 (872) 240-3212, One-touch: tel:+18722403212,708327685#
Access Code: 708-327-685

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 July 26, 2022, as National Disability Independence Day in Arkansas City.

III. 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.

*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.

IV. Consent Agenda (Voice Vote)

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. Consent Agenda Item: Approve the July 5, 2022, regular meeting minutes as written.

V. Old Business

1. Consider first reading of an Ordinance authorizing the rezone of 2305 N 8th Street, from R-1 (Low Density Residential District) to R-3 (Medium Density Residential District). **(Roll Call Vote)**

VI. New Business

Resolutions for Consideration

1. Consider a Resolution authorizing the City of Arkansas City to approve a bid submitted by _____, to replace the 15th Street Bridge 10 located north of Proffer Lane, for an amount not to exceed _____. **(Voice Vote)**
2. Consider a Resolution adopting by reference the City's 2022 Comprehensive Fee Schedule and repealing Resolution No. 2021-10-3442. **(Voice Vote)**

- [3.](#) Consider a Resolution authorizing the City of Arkansas City to enter into a cost share program with the secretary of Transportation, Kansas Department of Transportation (KDOT) for the street resurfacing project grant for the N. Summit Mill and Overlay #21-PF-002. **(Voice Vote)**

VII. Staff Report Presentations

1. Discussion regarding code enforcement issues at 822 N. 1st Street, Arkansas City.
2. City Manager's Report on Upcoming Activities

VIII. Communications and Reports

- [1.](#) June 2022 Financial Summary

IX. Adjournment

Office of the Mayor
Arkansas City, Kansas
Proclamation

WHEREAS, National Disability Independence Day is celebrated each year on July 26 and, this year, it commemorates the 32nd anniversary of the signing of the Americans with Disabilities Act (ADA) on July 26, 1990; and

WHEREAS, this legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, ADA provides protection from employment and other forms of discrimination by reducing barriers and changing perceptions, increasing full participation in community life, and providing better access to goods, services and communications for people with disabilities; and

WHEREAS, although ADA has helped millions of Americans with disabilities to achieve equal treatment for disabled individuals, there still are barriers to public accommodation of which governments, corporations and business owners need to be aware, and the full promise of ADA only will be reached if we remain committed to continue our efforts to implement it fully; and

WHEREAS, throughout the year and on the anniversary of the Americans with Disabilities Act, this City, and its Equal Opportunity and Accessibility Advisory Board, celebrate and recognize the progress that has been made by reaffirming the principles of equality and inclusion, and recommitting our efforts to reach full ADA compliance.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **Tuesday, July 26, 2022**, as

NATIONAL DISABILITY INDEPENDENCE DAY

in the City of Arkansas City, and hereby reaffirm that the City and its citizens will continue to work toward full compliance with the Americans with Disabilities Act.

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

Name/Title: Kanyon Gingher, Mayor

Date: July 19, 2022



City Commission Agenda Item

Meeting Date: July 19, 2022
From: Lesley Shook, City Clerk
Item: July 5, 2022 Minutes

Purpose: Consent Agenda Item: Approve the July 5, 2022, regular meeting minutes as written.

Background:

Please see attached document.

Commission Options:

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

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager



City of Arkansas City

CITY COMMISSION MEETING MINUTES

Tuesday, July 05, 2022 at 5:30 PM — 118 W Central Ave, Arkansas City, KS

Routine Business

1. Roll Call

PRESENT

Commissioner Charles Jennings
 Commissioner Scott Rogers
 Commissioner Diana Spielman
 Commissioner Jay Warren
 Mayor Canyon Gingher

Also present: City Manager Frazer via GoToMeeting, Police Chief Eric Burr, Finance Director/Treasurer Jennifer Waggoner, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, and Treasurer Amy Roberts.

2. Opening Prayer will be led by Commissioner Jennings. The Pledge of Allegiance will be led by Staff Sergeant Conner Andersen.
3. Additions or Deletions
 - City Clerk Shook requested to add a Land Bank meeting resolution under Consent Agenda item #2.

Motion made by Commissioner Rogers, Seconded by Commissioner Spielman to approve the addition of item #2 under the consent agenda.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved.

4. Approval of the Agenda

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to approve the agenda as amended.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the agenda approved as amended.

Comments from the Audience

Kim Young, 820 S. 1st Street, discussed the nuisance/code violations at 822 S. 1st Street that she and the neighborhood have had to deal with over the past several years. Following discussion, it was a consensus of the commission to address this matter at the next commission meeting and to have the city's building official, Mike Bellis, available.

Consent Agenda

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.

Motion made by Commissioner Rogers, Seconded by Commissioner Warren to approve the consent agenda as presented.

1. Approve the June 21, 2022, regular meeting minutes as written.
2. Approve **Resolution No. 2022-07-3486** authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:15 p.m. Tuesday, July 19, 2022, in the Commission Room at City Hall, located at 118 W. Central Ave. in Arkansas City.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the consent agenda approved.

New Business

Resolutions for Consideration

1. Consider a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 6, 2022 for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds. City Clerk Shook presented for consideration a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 6, 2022 for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate (RNR) and the amount of ad valorem tax and proposed use of all funds.

Finance Director/Treasurer Waggoner discussed what the Revenue Neutral Rate is and stated Arkansas City's Mil Levy and RNR in 2023 is projected to be set at 61.044. Since the City is project to exceed that, a public hearing is required.

Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve a Resolution approving the notice of intent to exceed the Revenue Neutral Rate (RNR) and set the date for a public hearing at 5:30 p.m. on September 6, 2022 for the purpose of hearing and answering objections of taxpayers relating to the Revenue Neutral Rate and the amount of ad valorem tax and proposed use of all funds.

*Voting Yea: Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Voting Nay: Commissioner Jennings. Mayor Gingher declared the motion approved and given **Resolution No. 2022-07-3487.***

Other Items for Consideration

1. Consider for approval various documents required for current and future grant requests. City Clerk Shook presented for approval various documents required for current and future grant requests. City Manager Frazer stated these are policies that need to be adopted for our CDBG summit street and

housing grant projects. He stated the city is currently following these policies, but needed official documents stating so.

Motion made by Commissioner Rogers, Seconded by Commissioner Warren to approve the various documents required for current and future grant requests consisting of Code of Conduct, Procurement Policy, Civil Rights/Fair Housing Policy, and Authorization for Electronic Deposit of Supplier Payment.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared to motion approved.

Staff Report Presentations

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

- A written update on current city projects as of 6/7/2022 was made available to the commission.

Miscellaneous

Mayor Gingher asked if the commissioners had anything further to come before the commission:

- Commissioner Spielman thanked Finance Director/Treasurer Waggoner and her team for their hard work on the budget. She expressed her appreciation for the extra time and effort.
- Mayor Gingher stated the Railroad was on 1st Street today with a temporary fix but would be back tomorrow to do what they can until they can put in place a more permanent plan.

Adjournment

Motion made by Commissioner Warren, Seconded by Commissioner Jennings to adjourn the meeting.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the meeting adjourned.

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

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

Prepared by:

Lesley Shook, City Clerk



City Commission Agenda Item

Meeting Date: 7/19/22
From: Josh White, Principal Planner
Item: 2305 N 8th St Rezone

Purpose: An ordinance authorizing the rezone of 2305 N 8th Street , from R-1 (Low Density Residential District) to R-3 (Medium Density Residential District). (Roll Call Vote)

Background:
Jose Paz-Ontiveros has requested 2305 N 8th Street be rezoned. The surrounding area is comprised of residential uses. The property consists of approximately 3.4 acres. The project will be to develop a duplex in addition to the existing single family home on the site. A portion of the site is within the floodplain. The applicants are requesting a rezone from R-1, Low Density Residential District to an R-3, High Density Residential District. The Planning Commission held a public hearing on Tuesday, April 12, 2022 and voted 6-1 to recommend that the City Commission deny the request citing concerns from citizens about additional housing causing additional traffic on 8th Street which is already insufficient and about the majority of the property being within an established floodplain.

An alternative to this proposal could be to split the property in accordance with the lot split requirements and build an additional single family home there. The Floodplain Management Ordinance would be followed for any development in the floodplain. The new home would also be required to connect to the city sanitary sewer system. This alternative would not require a rezone.

At the City Commission meeting on Tuesday, June 7, 2022, this item was tabled and sent back to the Planning Commission for further review. The Planning Commission revisited this item at their meeting on Tuesday, July 12, 2022 and voted to _____. (The packet deadline was prior to this meeting, this item will be updated at a later date. For this reason, there are three versions of the ordinance attached).

- Commission Options:**
1. Approve ordinance on the first reading
 2. Table and approve on second reading
 3. Dissapprove ordinance with 2/3 majority
 4. Table and send back to Planning Commission for further consideration

Fiscal Impact:
Amount: Cost of publication
Fund: _____ Included in Budget Department: _____ Grant Expense Code: _____ Bonds Other (explain) _____

Attachments: Staff report, ordinance
Approved for Agenda by:

A handwritten signature in black ink, appearing to read 'R. Frazer', with a long horizontal flourish extending to the right.

Randy Frazer, City Manager



STAFF REPORT

Section V, Item 1.

City of Arkansas City Neighborhood Services Division

Josh White, Principal Planner

118 W Central Ave, Arkansas City, KS 67005

Phone: 620-441-4420 Fax: 620-441-4403 Email: jwhite@arkansascityks.gov Website: www.arkcity.org

CASE NUMBER

RZ-2022-111

APPLICANT/PROPERTY OWNER

Jose Paz-Ontiveros

PUBLIC HEARING DATE

May 10, 2022

PROPERTY ADDRESS/LOCATION

2305 N 8th Street

SUMMARY OF REQUEST

The subject property is located at 2305 N 8th Street. The surrounding area is comprised of residential uses. The property consists of approximately 3.4 acres. The project will be to develop a duplex. A portion of the site is within the floodplain. The applicants are requesting a rezone from R-1, Low Density Residential District to an R-3, High Density Residential District.



Map data ©2022 Esri World Topographic map

EXISTING ZONING R-1-Low Density Residential FP-O, Floodplain Management Overlay District	EXISTING LAND USE Residential	SURROUNDING ZONING & LAND USE North-R-1; Residential East-R-1; Residential South-R-1; Residential West-R-1; Residential	SITE IMPROVEMENTS Single Family Dwelling and Accessory structures	SIZE OF PROPERTY 3.4 acres
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STAFF RECOMMENDATION

☒ **APPROVE**

☐ **APPROVE WITH CONDITIONS**

☐ **DENY**

COMPATIBILITY with the COMPREHENSIVE PLAN

The Future Land Use portion of the Comprehensive Plan designates the subject property as residential use. The proposed use is also residential. The Plan did not differentiate in terms of residential density. This will also help to meet the goal from Chapter 3 to "encourage the availability of housing in Arkansas City for all ages and income groups." Recent studies of our current housing situation also suggests that the City work to create greater housing options with greater density.

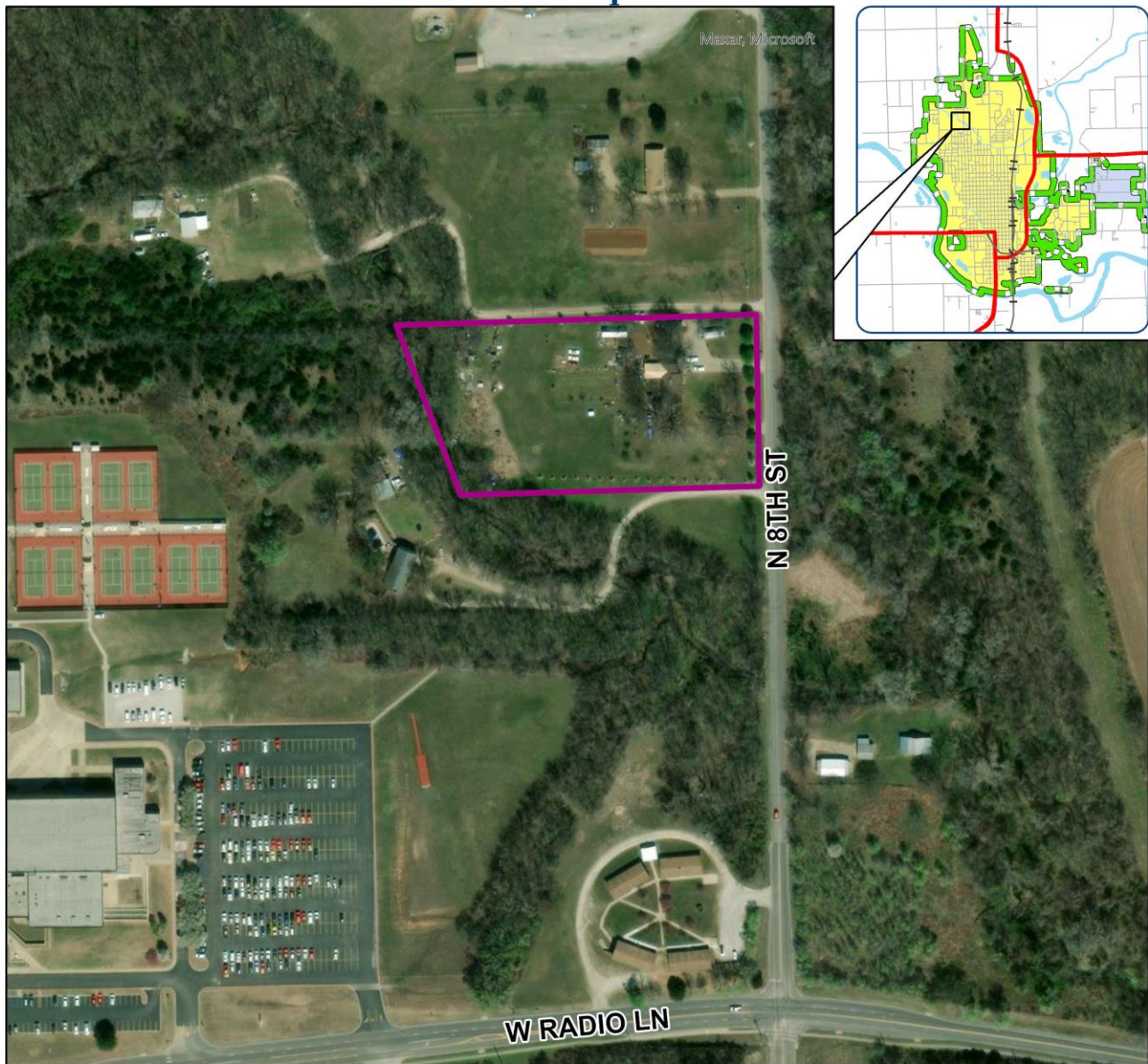
PROPERTY HISTORY

The property was developed with a single family dwelling unit in 1962 according to County records. Additional site improvements have been made in the years since. No other land use records were found.

COMPATIBILITY with the ZONING ORDINANCE

It is the intent of the residential zoning districts to provide for areas of low, medium and high density residential development including certain public or private uses which are compatible with residential development. The change in classification would be consistent with the intent and purpose of these regulations.

Rezone Request



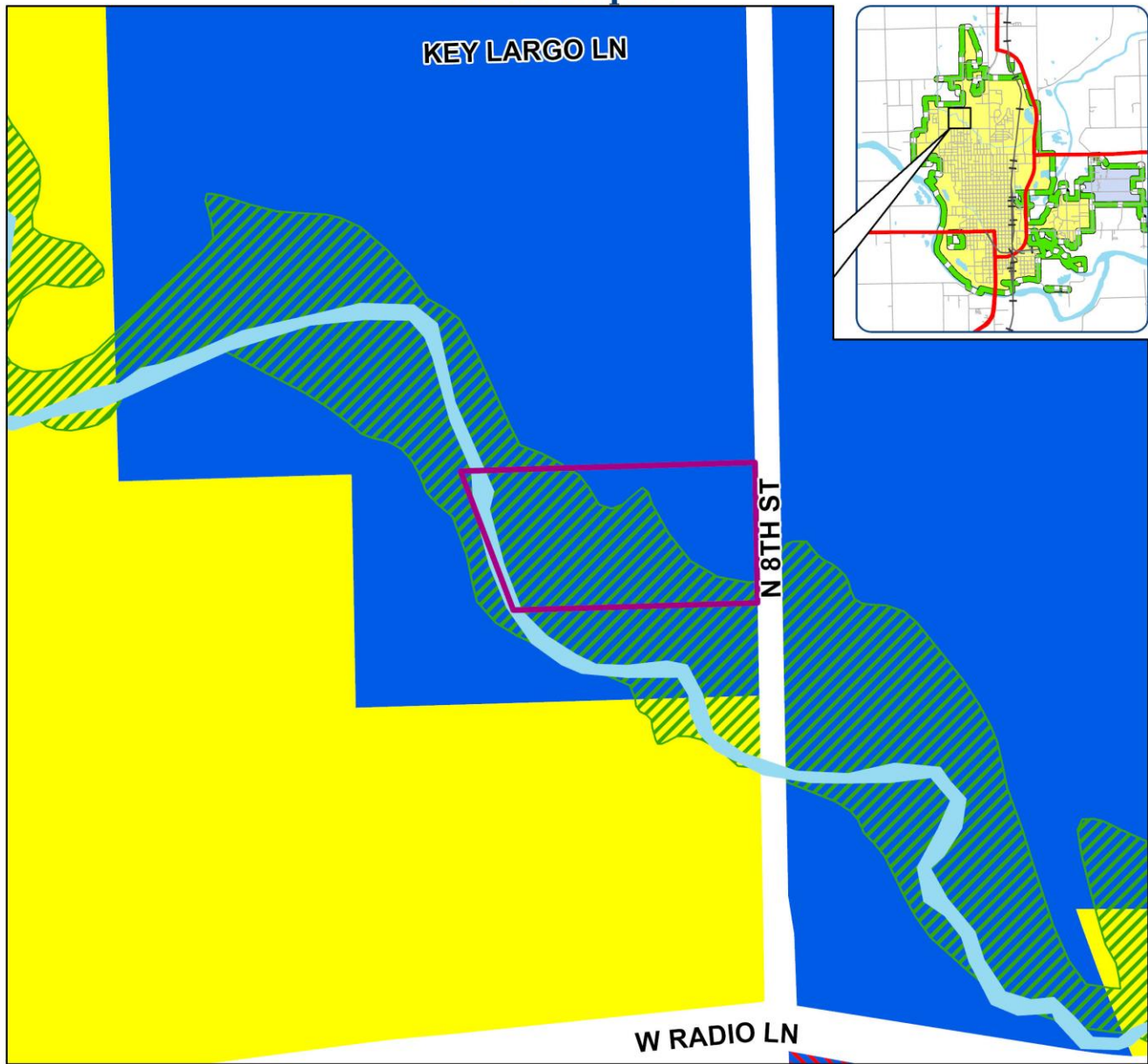
A request for a rezone at 2305 N 8th St from a R-1 Low Density Residential District to a R-3 High Density Residential District

- City Limits
- Rezone

Produced by the
City of Arkansas City GIS
using the best available
data to date.
Created: April 11, 2022



Rezone Request



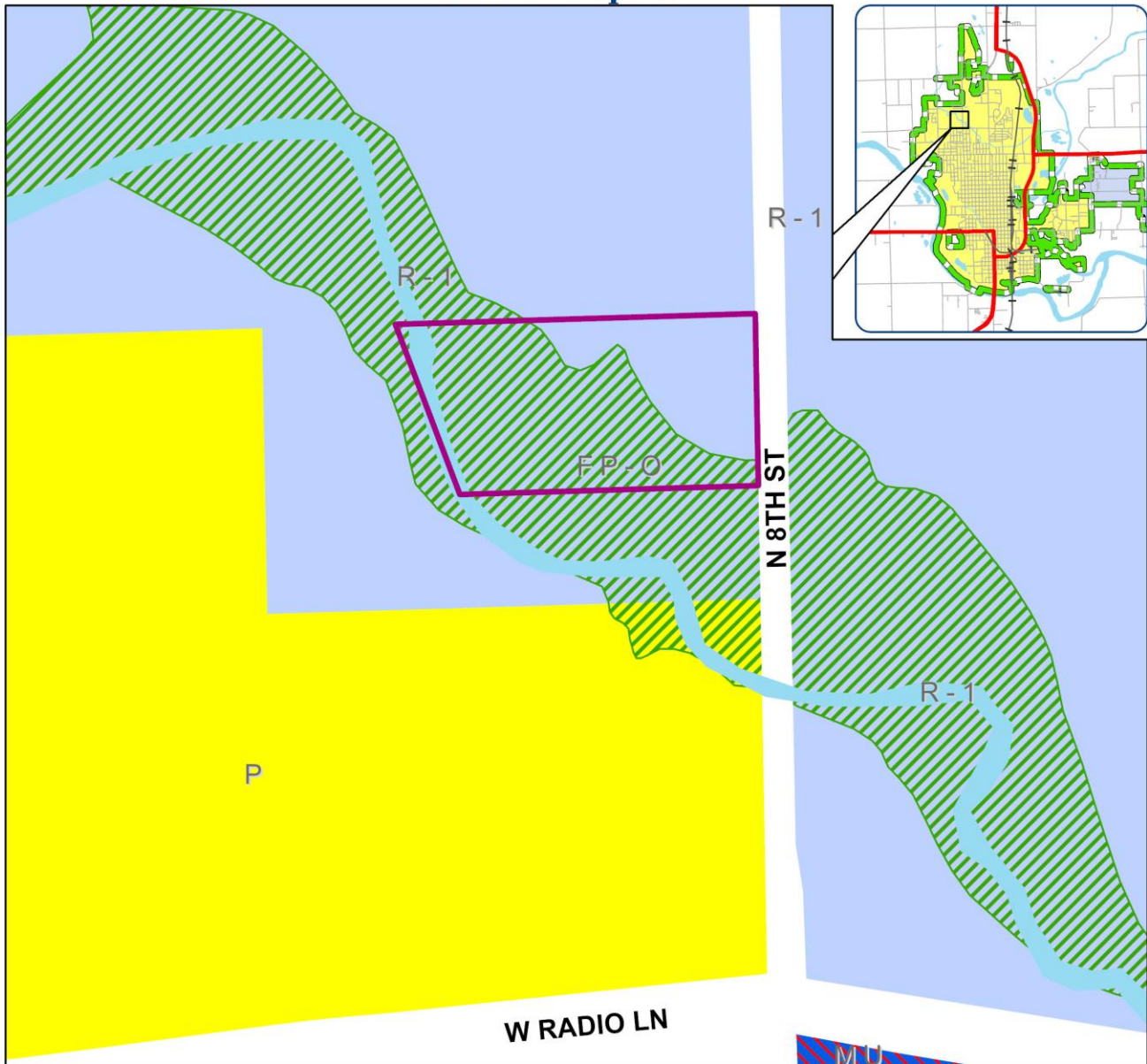
A request for a rezone at 2305 N 8th St from a R-1 Low Density Residential District to a R-3 High Density Residential District

- | | |
|------------------------|-------------|
| City Limits | Residential |
| Rezone | Mixed Use |
| Future Land Use | Public |
| Floodplain | |

Produced by the
City of Arkansas City GIS
using the best available
data to date.
Created: April 11, 2022



Rezone Request



A request for a rezone at 2305 N 8th St from a R-1 Low Density Residential District to a R-3 High Density Residential District

- | | |
|---------------------------------------|--|
| City Limits | P, Public Use District |
| Rezone | MU, Mixed Use District |
| Zoning | FP-O, Floodplain Management Overlay District |
| R-1, Low Density Residential District | |

Produced by the
City of Arkansas City GIS
using the best available
data to date.
Created: April 11, 2022



A site plan was not provided for this application and was not required.

Findings

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based, using the following guidelines. Note that all references to agriculture in this report also include associated residential uses.

1. Whether the change in classification would be consistent with the intent and purpose of these regulations;

It is the intent of the residential zoning districts to provide for areas of low, medium and high density residential development including certain public or private uses which are compatible with residential development. The change in classification would be consistent with the intent and purpose of these regulations.

2. The character and condition of the surrounding neighborhood and its effect on the proposed change;

The surrounding area is comprised of residential uses. The proximity of the site to the C Street Canal Floodplain has largely prevented increased density from occurring. Much of the existing site is also in the floodplain. Any development within the floodplain would be required to meet all floodplain management regulations.

Neighborhood Photos



The subject property-4/25/22



Looking to the south along 8th Street-4/25/22

Looking to the north along 8th Street-4/25/22Looking across 8th Street-4/25/22

3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions;

The current Residential Zoning District does not allow the proposed use. The current district allows single family dwellings and Two Family dwellings are allowed with a conditional use permit. The proposed use is to add two dwelling units for a total of three units. An alternative to the proposal would be to rezone the property to R-2 and a conditional use permit would then be needed to allow three or more families. It is for the reason of simplicity that R-3 was chosen as the most appropriate district for this project. R-3 would also permit additional dwelling units to be added in the future. The general area around this site has seen increased housing demand.

4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such a change in classification;

The area is surrounded by residential uses and is all zoned for residential. The general area around the site is seeing an increase in housing demand and increasing density of residential uses.

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity;

R-3 zoning does allow increased housing density. All development is currently served by septic tanks for sewage disposal.

6. The suitability of the applicants property for the uses to which it has been restricted;

The property is currently zoned for residential use and is large enough to sustain additional residential density. The proposed use is an increase in residential density that is not allowed in an R-1 district. Increased density will put additional pressure on the existing floodplain. All construction will have to be built to the standards set out in the floodplain management ordinance.

7. The length of time the subject property has remained vacant or undeveloped as zoned;

The property is not currently vacant.

8. Whether adequate sewer and water facilities, and all other needed public services exist or can

be provided to serve the uses that would be permitted on the property if it were rec

All water, sewer and other utilities are readily available at or near the site. Police and Fire should be able to serve the proposed use without any changes to existing services.

- 9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development;**

There is other land that could be used for such a use within the City but it is not owned by the applicant.

- 10. Whether the proposed amendment would be in conformance to and further enhance the implementation of the City's Comprehensive Plan;**

The Future Land Use portion of the Comprehensive Plan designates the subject property as residential use. The proposed use is also residential. The Plan did not differentiate in terms of residential density. This will also help to meet the goal from Chapter 3 to "encourage the availability of housing in Arkansas City for all ages and income groups." Recent studies of our current housing situation also suggests that the City work to create greater housing options with greater density.

- 11. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification; and,**

The public health, safety and general welfare should not be negatively impacted by this rezoning.

- 12. Public Comments**

The public overall was not in opposition to the request. One owner wanted to ensure that her private drive would not be used for access to this property.

- 13. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application**

The Planning Commission recommended denial of this request due to citizen feedback. Citizens were concerned about increased traffic on an already insufficient 8th Street. Planning Commissioners also had concerns about increased housing density within the floodplain.

14. The recommendations of professional staff;

It is the recommendation of staff that the requested rezoning R-1 to R-3 be approved based on the following conclusions:

- The development appears compatible with the area.
- The lot is large enough to handle additional dwelling units
- The use helps to alleviate the current housing shortage
- The general area around the site is seeing an increase in housing demand and density
- The public health, safety and general welfare should not be negatively impacted by this rezoning
- All utilities are readily available at or near the site.

Based on the decision of the Planning Commission, staff now recommends denial of the application and suggests an alternate approach of splitting the lot according to the lot split requirements and building a single family home on the new lot. Floodplain Management requirements would still have to be met. The new home would also be required to connect to the city sanitary sewer. This alternative would not require a rezoning of the property.

On June 7, 2022, the City Commission tabled action and referred the petition back to the Planning Commission with instructions to reconsider. They felt that the reasons for denial were insufficient based on the fact that this project will not negatively impact traffic on 8th Street and the original decision sends the wrong message about housing. Options include reaffirming the original recommendation, reversing the original recommendation and approving the original request, suggest an alternative recommendation or take no action which would essentially return the original recommendation to the City Commission. Staff suggests considering alternatives and is willing to discuss the possible options. Included below is Zoning Regulations Section 6-301 which contains the use table for residential districts.

SECTION 6-3 PERMITTED AND CONDITIONAL USES

6-301. In the residential zoning districts the uses listed in Table 6-1 within the designated zoning districts are permitted uses or conditional uses as designated. Conditional uses require the issuance of a Conditional Use Permit in accordance with the provisions of Article 26. No building or land shall be used and no building or structure shall be hereafter erected, enlarged or altered unless otherwise provided for in these zoning regulations, except as listed in Table 6-1.

TABLE 6-1
Residential Zoned Districts
Permitted and Conditional Uses

P = Indicates Permitted Uses

C = Conditional Uses

USE		R-1	R-2	R-3
1.	Any public building or land use by any department of the City, county, state or federal government.	C	C	C
2.	Bed and breakfast inns.			P(1) / C
3.	Churches and similar places of worship	C	P	P
4.	Community recreation building owned and operated by a public agency.		P	P
5.	Day care facilities: adult day care homes, child care centers, day care homes, family day care homes, group day care homes and preschools.	P(3)	P(3)	P(3) / C(1)
6.	Dormitories for students of colleges and theological institutions.	C(3)	C(3)	C(3)
7.	Dwellings: a. Single family (including Modular home and Residential design manufactured home).	P	P	P
	b. Two family.	C	P	P
	c. Three or more families.		C	P
8.	Fraternal organizations, lodges.	C	C	C
9.	Golf courses.	P(5)	P(5)	P(5)
10.	Group boarding homes for minors.			P(2) / C(4)
11.	Group homes.	P(4)	P(4)	P(4)
12.	Hospitals and related medical facilities including, but not limited to, medical, dental and health clinics.	C	C	C
13.	Large group homes.		C(3)	P(2) / C(4)
14.	Lodging houses.		C	P(1) / C
15.	Nonprofit institutions of an educational, philanthropic or eleemosynary nature.			C
16.	Nursing homes, rest homes, convalescent homes and similar facilities.		C	C
17.	Rehabilitation houses.		C	C(5)
18.	Safe houses.	P	P	P
19.	Schools:			
	a. Public and private elementary schools	P	P	P
	b. Public and private secondary schools	C	P	P
	c. Post-secondary educational institutions	C	C	P
20.	Telephone exchanges, electric substations and similar public utilities.			C

(First Published in the Cowley CourierTraveler, _____2022)

ORDINANCE NO. 2022-07-

AN ORDINANCE AUTHORIZING THE RE-ZONING OF 2305 N 8TH STREET, FROM “R-1” (LOW DENSITY RESIDENTIAL DISTRICT) TO “R-3” (HIGH DENSITY RESIDENTIAL DISTRICT).

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-756 and K.S.A. § 12-757, has considered the proposed request to re-zone property, and recommended the City refuse to grant the Petition to re-zone; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the re-zoning of the property at issue and desires to overrule the Planning Commission recommendation with a three-fourths (3/4) majority vote.

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

SECTION ONE: The Governing Body, upon a three-fourths (3/4) majority vote, has determined that the Petition to Re-Zone should be granted based on new evidence submitted by the petitioner that the re-zoning will not adversely affect the surrounding neighborhood. Therefore, the Governing Body hereby formally grants the Petition to Re-Zone the property legally described as:

Part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 South, Range 3 East of the 6th Principal Meridian beginning at a point 1024.1 feet North of the Southeast Corner of said Quarter, thence West 516.7 feet, thence Northwest 297.32 feet , thence East 616.7 feet, thence South 280 feet to the Point of Beginning, less Right-of-Way. All within Arkansas City, Cowley County, Kansas.

More commonly known as 2305 N 8th Street, Arkansas City, Kansas.

IS HEREBY RE-ZONED from an R-1 (Low Density Residential District) to an R-3 (High Density Residential District).

SECTION TWO: This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Arkansas City and either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney.

SECTION THREE: A certified copy of this ordinance signed by the City Clerk for the City of Arkansas City, Kansas, shall be recorded in the Office of the Register of Deeds, Cowley County, Kansas.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this 19th day of July, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-07-_____ of the City of Arkansas City, Kansas adopted by the governing body on July 19, 2022 as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

(First Published in the Cowley CourierTraveler, _____2022)

ORDINANCE NO. 2022-07-

AN ORDINANCE DENYING THE PETITION TO RE-ZONE OF 2305 N 8TH STREET, FROM “R-1” (LOW DENSITY RESIDENTIAL DISTRICT) TO “R-3” (HIGH DENSITY RESIDENTIAL DISTRICT).

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-756 and K.S.A. § 12-757, has considered the proposed request to re-zone property, and recommended the City refuse to grant the Petition to re-zone; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration of the Planning Commission recommendation of denial desires to approve that recommendation by formally refusing to grant to Petition to re-zone the property.

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

SECTION ONE: The Governing Body has determined that the Petition to Re-Zone should not be granted, as re-zoning the property as requested will have a negative effect on the neighborhood surrounding the property at issue. Therefore, the Governing Body hereby formally denies the Petition of Jose Paz-Ontiveros to re-zone property legally described as:

Part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 South, Range 3 East of the 6th Principal Meridian beginning at a point 1024.1 feet North of the Southeast Corner of said Quarter, thence West 516.7 feet, thence Northwest 297.32 feet , thence East 616.7 feet, thence South 280 feet to the Point of Beginning, less Right-of-Way. All within Arkansas City, Cowley County, Kansas.

More commonly known as 2305 N 8th Street, Arkansas City, Kansas.

SECTION TWO: This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Arkansas City and either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this 19th day of July, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-07-_____ of the City of Arkansas City, Kansas adopted by the governing body on July 19, 2022 as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

(First Published in the Cowley CourierTraveler, _____2022)

ORDINANCE NO. 2022-07-

AN ORDINANCE AUTHORIZING THE RE-ZONING OF 2305 N 8TH STREET, FROM “R-1” (LOW DENSITY RESIDENTIAL DISTRICT) TO “R-3” (HIGH DENSITY RESIDENTIAL DISTRICT).

WHEREAS, the City of Arkansas City Planning Commission, after providing notice and holding a hearing pursuant to K.S.A. § 12-756 and K.S.A. § 12-757, has considered the proposed request to re-zone property, and recommended the City grant the Petition to re-zone; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, after due investigation and consideration has determined that the nature and extent of the public use and interest to be subserved is such as to warrant the re-zoning of the property at issue; and

WHEREAS, a portion of the re-zone area was formerly railroad right-of-way and therefore did not carry a zoning district and this action would rectify that.

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

SECTION ONE: The property legally described as:

Part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 South, Range 3 East of the 6th Principal Meridian beginning at a point 1024.1 feet North of the Southeast Corner of said Quarter, thence West 516.7 feet, thence Northwest 297.32 feet , thence East 616.7 feet, thence South 280 feet to the Point of Beginning, less Right-of-Way. All within Arkansas City, Cowley County, Kansas.

More commonly known as 2305 N 8th Street, Arkansas City, Kansas.

IS HEREBY RE-ZONED from an R-1 (Low Density Residential District) to an R-3 (High Density Residential District).

SECTION TWO: This ordinance shall take effect and be in full force from and after its adoption by the governing body of the City of Arkansas City and either (a) publication once in the official newspaper of the City, or (b) publication of a summary of this Ordinance certified as legally accurate and sufficient by the City Attorney.

SECTION THREE: A certified copy of this ordinance signed by the City Clerk for the City of Arkansas City, Kansas, shall be recorded in the Office of the Register of Deeds, Cowley County, Kansas.

PASSED AND ORDAINED by the Governing Body of the City of Arkansas City, Kansas this 19th day of July, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM

Larry Schwartz, City Attorney

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-07-_____ of the City of Arkansas City, Kansas adopted by the governing body on July 19, 2022 as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk



City Commission Agenda Item

Meeting Date: July 19th, 2022
From: Nick Rizzio, Municipal Project Manager
Item: 15th Street Bridge Replacement (1042)

Purpose: Consider a Resolution authorizing the City of Arkansas City to approve a bid submitted by _____, to replace the 15th Street Bridge 10 located north of Proffer Lane, for an amount not to exceed _____. **(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 the 10 percent coming from the City.

Online bids for the proposed construction will be received by City of Arkansas City until 2:00pm local time July 18th, 2022. Bids will be presented to the City Commissioners at their meeting in the City Hall Commission room at 5:30pm July 19th, 2022. All bidders are to be prequalified with the Kansas Department of Transportation, as outlined in Section 102 of the KDOT Standard Specifications.

Commission Options:

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

Fiscal Impact:

Amount: TBD

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

☒ Included in budget ☒ Grant ☐ Bonds ☐ Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2022-07-

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO APPROVE A BID SUBMITTED BY _____, TO REPLACE THE 15TH STREET BRIDGE 10 LOCATED NORTH OF PROFFER LANE, FOR AN AMOUNT NOT TO EXCEED _____.

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 accept a bid submitted by _____, to replace the 15th Street Bridge 10 located north of Proffer Lane, for an amount not to exceed _____.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor 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 19th day of July, 2022.

(Seal)

Kanyon Gingher, 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. 2022-07-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 19, 2022, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

REQUEST FOR BIDS

Notice is hereby given that City of Arkansas City, Kansas is soliciting bids for construction of City of Arkansas City **Bridge 10 Replacement**. The project consists of removing the concrete slab bridge and replacing it with a 36' precast reinforced concrete beam bridge located along north 15th Street over the Walnut River drainage. City of Arkansas City shall provide all of the funds required for this project. All Federal, State and County regulations must be complied with. Online Bids (vBids) for the proposed construction will be received by City of Arkansas City, (OWNER) via QuestCDN Virtubid until **2:00 p.m. local time July 18, 2022**. Bids will be presented to the City Commissioners at their meeting in the City Hall Commission room at **5:30 p.m. local time July 19, 2022**.

All Bidders are to be **prequalified** with the Kansas Department of Transportation, as outlined in Section 102 of the KDOT Standard Specifications.

All bids shall be accompanied by a Bid Bond or a Certified or Cashiers check in the amount of 5% of the total bid. Checks or bonds are to be made payable to City of Arkansas City and serve as a guarantee of the sincerity and integrity of the bidder, and shall be forfeited to the County if said proposal or bid is accepted and the bidder fails to execute the contract and file the required statutory and performance bonds as required in the contract documents.

Work will commence no sooner than **the date of the signed agreement (earliest start date)** and no later than **March 31, 2023 (late start date)**. All work shall be completed within **60 working days** after the Notice to Proceed. Plans, Specifications and Contract Documents may be examined at the City Clerk's Office, and at the Engineer's Office at the following address:

Kirkham, Michael & Associates, Inc.
217 N. Douglas
Ellsworth, Kansas 67439

The contract documents are available at www.questcdn.com. This contract is QuestCDN project number **8219305**. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com and purchase the contract documents in digital form at a cost of \$30.00. Registering as a Planholder is recommended for all prime contractors and subcontractors as Planholder's will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. For this project, bids will **ONLY** be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted. Questions regarding bids shall be directed in writing to John Markel at jmarkel@kirkham.com a minimum of two (2) calendar days prior to the date of the bid opening.

NO REFUNDS WILL BE MADE.

City of Arkansas City reserves the right to waive any and all technicalities and to reject any and all bids.



City Commission Agenda Item

Meeting Date: July 19, 2022
From: Lesley Shook, City Clerk
Item: Comprehensive Fee Schedule Update

Purpose: Consider a Resolution adopting by reference the City's 2022 Comprehensive Fee Schedule and repealing Resolution No. 2021-10-3442. **(Voice Vote)**

Background:

This resolution amends the City's Comprehensive Fee Schedule. The Comprehensive Fee Schedule is in place to set fees the city will charge for services provided to citizens.

The proposed changes can be found on the attached document. There are no other changes to the comprehensive fee schedule.

Commission Options:

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

Fiscal Impact:

Amount:

Fund: Department: Expense Code:

☒ Included in budget ☐ Grant ☐ Bonds ☐ Other (explain)

Attachments:

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION ADOPTING BY REFERENCE THE CITY'S 2022 COMPREHENSIVE FEE SCHEDULE AND REPEALING RESOLUTION NO. 2021-10-3442.

WHEREAS, the attached Comprehensive Fee Schedule presents all fees and other costs charged by the City in an accessible format, to allow City staff and citizens to easily access the amount of all such costs.

NOW THEREFORE, 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 hereby repeals Resolution No. 2021-10-3442.

SECTION TWO: The Governing Body of the City of Arkansas City hereby adopts and implements the Comprehensive Fee Schedule, attached hereto and incorporated by reference as if fully set forth herein. Such fees and costs listed in the Comprehensive Fee Schedule may only be amended by future Resolution of the Governing Body.

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

SECTION FOUR: This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 19th day of July, 2022.

(Seal)

Kanyon Ginger, 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. 2022-10-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 19, 2022, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

City of Arkansas City Comprehensive Fee Schedule

Adopted by Resolution No. 2022-07-_____



The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.





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Fire – EMS Fees

A. Ambulance

a. Advanced Life Support, Category 1 (ALS-1)	\$800.00	\$850.00
b. Advanced Life Support, Category 2 (ALS-2)	\$850.00	\$925.00
c. Convalescent Transfer , Basic Life Support (Non- Life Threatening Circumstances Emergent).....	\$725.00	\$775.00
d. <i>Basic Life Support (Emergent)</i>	\$825.00	
e. Loaded Mileage – Per Mile	\$16.00	\$25.00
f. Waiting Time – Per Hour	\$50.00	
g. Fall Recovery/Medical Assist	\$100.00	
h. Treat – No Transport	\$150.00	

B. Miscellaneous

a. CPR Class Session	\$60.00
b. Heart Saver Class	\$80.00
c. Consumer Fireworks Temporary Use Permit Base Fee (500 sq. ft. or less)	\$2,500.00
i. Per Square Foot Over 500 Square Feet	\$2.00 up to \$5,000.00
d. Temporary Discharge of Fireworks Permit	\$150.00

General Government

Alcoholic Liquor

A. Agri-Business Building	Consumption Permit Fee (Per Day-Per Event)	\$25.00
B. Cereal Malt Beverage		
a.	Consumption on Premises	\$150.00
b.	Inspection Fee	\$25.00
c.	Consumption off Premises	\$50.00
d.	Department of Revenue Stamp	\$25.00
e.	Temporary License	\$50.00
C. Alcoholic Liquor – Biennial License		
a.	Consumption on Premises	\$400.00
b.	Consumption off Premises	\$600.00
c.	Temporary License	\$50.00
D. Caterers		
a.	Biennial License	\$400.00

General Government Miscellaneous Fees

A. Private Security Officer

- a. Application for Permit\$25.00
- b. Permit Renewal\$20.00
- c. Replacement Fee for Lost /Stolen Certificate or ID Card\$10.00
- d. Firm License\$100.00
- e. Firm License Renewal (Annual)\$50.00

B. Carnival or Circus Operation within City Limit License\$25.00/Day

C. Clairvoyants License

- a. Daily\$10.00
- b. Yearly\$150.00

D. Junk Dealers License\$100.00

E. Pawn Brokers License\$25.00/Year

F. Transient Vendor & Merchants License

- a. Daily\$30.00
- b. Monthly\$50.00
- c. Bi-Annual\$125.00
- d. Annual\$250.00

G. "Going Out of Business Sale" License\$25.00

H. Scrap Metal Dealers License

- a. Application\$400.00
- b. Renewal Application\$50.00

I. Taxicab License Fee\$40.00/Year

J. Bus License Fee\$10.00/Year

K. Special Use of City Personnel

- a. Two Hour Minimum Per Hour Per Employee\$40.00
- b. And after two hour minimum is met, the employee's time shall be charged at 1/100 per hour

L. Impounded Sign Recovery (within 30 days)\$25.00/Sign

M. Property Abatement\$100.00/Hour

N. Peddler License (Door to Door)

- a. One Day License\$40.00
- b. License Valid for 2-30 Days\$85.00
- c. License Valid for 31-180 Days\$160.00
- d. License Valid for 181-365 Days\$260.00
- e. Additional Badge Fee for Licensee\$20.00

O. Open Records Request Fees (Search Cost/Hourly Rates (Minimum 15 Minutes))

- a. Staff (Each 15 Minute Increment)\$4.00
- b. Administrative (Each 15 Minute Increment)\$6.00
- c. Computer Staff (Each 15 Minute Increment)\$6.00
- d. Photocopies – Black & White (per page)\$.25
- e. Photocopies – Color (per page).....\$.50
- f. City Attorney ReviewActual Cost

P. Records not Specific to Individual Department

- a. DVD – City Commission and other Recorded City Meetings.....\$5.00
- b. Postage and Handling
 - i. Actual Cost of Time, Materials and Postage
- c. Facsimile Transmission
 - i. \$0.50/Page + Actual Hourly Rate Charged (15 Minute Increment)
- d. Photograph – Digital Prints (Not run on Copy Paper)
 - i. \$1.00/Photo + Actual Hourly Rate Charged (15 Minute Increment)
- e. Research, Compilation and Transfer of Data
 - i. Actual Hourly Rate Charged (15 Minute Minimum Increment)
- f. Records not Identified
 - i. Actual Cost to Reproduce

Municipal Court Fines and Fees

Uniform Public Offense Code

Description	Booking & Bonding Procedure	1st Offense	2 nd Offense	3 rd Offense	UPOC	KSA
Abusing toxic vapors	Sum/Must Appear	\$100.00	\$150.00	\$200.00	9.9	21-5712
Administration of an unlawful substance	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.11	21-5425
Aiding, abetting discharge of firearm	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.8	N/A
Air gun, rifle, bow, bb gun, paint ball	Sum/ No Appear	\$50.00	\$75.00	\$100.00	10.6	N/A
Alcohol without liquid machine	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.22	21-6321
Animals; cruelty	Sum/Must Appear	\$150.00	DISTRICT	DISTRICT	11.11	21-6412
Assault	Sum/Must Appear	\$50.00	\$75.00	\$100.00	3.3	21-5412
Assault on LEO	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.3	21-5412
Assembly, Unlawful	Sum/Must Appear	\$100.00	\$200.00	\$300.00	9.2	21-6202
Attempt	Sum/Must Appear	½ fine if offense completed	½ fine if offense completed	½ fine if offense completed	2.1	21-5301
Barbed wire	Sum/No Appear	\$50.00	\$100.00	\$200.00	10.13	N/A
Battery	<i>Special</i>	\$100.00 <i>Sum/Must Appear</i>	\$200.00 <i>Arrest/Bond</i>	\$300.00 <i>Arrest/Bond</i>	3.1	21-5413
Battery, Domestic	Arrest/Bond (\$750 bond)	\$200.00	DISTRICT	DISTRICT	3.1.1	21-5414
Battery, LEO	Arrest/Bond	\$250.00	\$350.00	\$500.00	3.2	21-5413
Carrying concealed explosives	Sum/Must Appear	\$300.00	\$400.00	\$500.00	10.9	21-6312
Cockfighting	Sum/Must Appear	\$250.00	\$500.00	\$600.00	11.12	21-6417
Commercialization of wildlife	Sum/Must Appear	\$250.00	\$500.00	\$600.00	11.3	32-1005
Conspiracy	Sum/Must Appear	\$100.00	\$150.00	\$200.00	2.2	21-5302
Contributing to child's misconduct	Sum/Must Appear	\$100.00	\$150.00	\$200.00	5.1	21-5603
Counterfeit drugs, trafficking	Sum/Must Appear	\$250.00	\$350.00	\$500.00	10.23	65-4167
Creating a hazard	Sum/Must Appear	\$100.00	\$200.00	\$300.00	10.11	21-6318
Criminal Carrying of Weapon	Sum/Must Appear	\$150.00	\$200.00	\$300.00	10.1	21-6302
Criminal Damage to Property	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.6	21-5813
Criminal Hunting	Sum/Must Appear	\$75.00	\$150.00	\$250.00	6.22	21-5810
Criminal Trespass	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.7	21-5808
Criminal Use of a Financial Card	Sum/Must Appear	\$150.00	\$250.00	\$500.00	6.17	21-5828

Description	Booking & Bonding Procedure	1st Offense	2 nd Offense	3 rd Offense	UPOC	KSA
Damaging Sewers	Sum/Must Appear	\$100.00	\$200.00	\$400.00	6.15	N/A
Defamation	Sum/No Appear	\$200.00	\$300.00	\$400.00	3.9	21-6103
Denial of civil rights	Sum/Must Appear	\$250.00	\$350.00	\$500.00	8.1	21-6102
Deposits in sewers	Sum/No Appear	\$75.00	\$100.00	\$150.00	6.14	N/A
Deprivation of property	Sum/Must Appear	\$100.00	\$200.00	\$300.00	6.5	21-5803
Desecration	Sum/Must Appear	\$150.00	\$250.00	\$500.00	9.8	21-6205
Discharge of Firearms	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.5	21-6308
Disorderly Conduct	Sum/Must Appear	\$75.00	\$100.00	\$150.00	9.1	21-6203
Disorderly Conduct –Domestic Violence	Arrest/Bond	\$100.00	\$150.00	\$200.00	9.1	21-6203
Distribute Firearm to Felon	Sum/Must Appear	\$250.00	\$350.00	\$500.00	10.3	21-5222
Drawing a weapon on another	Sum/Must Appear	\$200.00	\$250.00	\$300.00	10.2	21-5222
Electioneering	Sum/No Appear	\$50.00	\$75.00	\$100.00	7.14	25-2430
Endangering a child	Sum/Must Appear	\$300.00	\$400.00	\$500.00	5.4	21-5601
Equity Skimming	Sum/Must Appear	\$300.00	\$400.00	\$500.00	6.19	21-6504
Escape from Custody	Arrest/Bond	\$300.00	\$450.00	\$600.00	7.3	21-5911
Failure to Report a Wound	Sum/Must Appear	\$75.00	\$100.00	\$150.00	10.12	21-6319
False Impersonation	Sum/Must Appear	\$100.00	\$200.00	\$300.00	7.11	21-5917
False Signing of Petition	Sum/Must Appear	\$50.00	\$75.00	\$150.00	7.1	21-5916
Furnishing to a Minor	Arrest/Bond	\$200.00	\$300.00	\$500.00	5.2	21-5607
Gambling	Sum/No Appear	\$100.00	\$200.00	\$300.00	11.8	21-6403
Giving a False Alarm	Sum/Must Appear	\$200.00	\$300.00	\$500.00	9.7	21-6207
Harassment by telephone	Sum/Must Appear	\$50.00	\$75.00	\$100.00	9.1	21-6206
Hosting	Arrest/Bond	\$1,000.00	\$1,000.00	\$1,000.00	5.3	21-5608
Intent to Permanently Deprive	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.2	21-5804
Interference with firefighter	Sum/Must Appear	\$100.00	\$150.00	\$200.00	3.5	21-6325
Interference with Judicial Process	Sum/Must Appear	\$100.00	\$150.00	\$200.00	7.4	21-5905
Interference with Law Enforcement Officer	Arrest/Bond	\$250.00	\$500.00	\$1,000.00	7.2	21-5904
Interference with police dog	Arrest/Bond	\$100.00	\$150.00	\$200.00	7.13	N/A
Interference with public business	Sum/Must Appear	\$100.00	\$150.00	\$200.00	7.12	21-5922
Lewd, Lascivious behavior	Arrest/Bond	\$150.00	\$225.00	\$300.00	4.1	21-5513
Manufacture/disposal false tokens	Sum/Must Appear	\$50.00	\$75.00	\$150.00	6.11	21-5829
Material harmful to minors	Sum/Must Appear	\$200.00	\$300.00	\$400.00	11.7	21-6402
Mistreatment of confined person	Sum/Must Appear	\$200.00	\$300.00	\$500.00	3.7	21-5416
Motor vehicles, selling without license	Sum/Must Appear	\$500.00	\$1,000.00	\$2,500.00	6.18	8-2434
Nuisance, maintaining public	Sum/No Appear	\$100.00	\$150.00	\$300.00	9.5	21-6204
Operating motorboat, sailboat	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.14	32-1101
Operating vessel under the influence	Arrest/Bond	\$200.00	\$500.00	\$500.00	10.15	32-1131
Patronizing prostitute <i>Buying Sexual Relations</i>	Sum/Must Appear	\$150.00 \$1,200.00	\$225.00 DISTRICT	\$300.00 DISTRICT	4.5	21-6421
Performing unauthorized official act	Sum/Must Appear	\$100.00	\$200.00	\$300.00	7.6	21-5919

Description	Booking & Bonding Procedure	1 st Offense	2 nd Offense	3 rd Offense	UPOC	KSA
Permitting premises for gambling	Sum/Must Appear	\$100.00	\$200.00	\$300.00	11.9	21-6406
Possession of gambling device	Sum/No Appear	\$50.00	\$100.00	\$150.00	11.1	21-6408
Possession of Marijuana	Sum/Must Appear	\$200.00	\$500.00	DISTRICT	9.9.1	21-5706
Possession of Paraphernalia	Sum/Must Appear	\$200.00	\$500.00	DISTRICT	9.9.2	21-5709
Posting Political Ads	Sum/No Appear	\$40.00	\$60.00	\$80.00	9.13	21-5820
Privacy, breach of	Sum/No Appear	\$150.00	\$200.00	\$300.00	3.12	21-6101
Promoting obscenity	Sum/Must Appear	\$400.00	DISTRICT	DISTRICT	11.1	21-6401
Promoting obscenity to minors	Sum/Must Appear	\$500.00	DISTRICT	DISTRICT	11.2	21-6401
Prostitution	Sum/Must appear	\$150.00	\$225.00	\$300.00	4.3	21-6419
Protective order, viol. Of	Arrest/Bond	\$150.00	\$300.00	\$500.00	3.8.1	60-3107
Purchase, consume intoxicant by minor	Sum/Must Appear	\$200.00	\$300.00	\$400.00	5.8	41-727
Purchase, possess tobacco by minor	Sum/No Appear	\$25.00	\$25.00	\$25.00	5.6	79-3321
Recording device, unlawful use	Sum/ Must Appear	\$300.00	DISTRICT	DISTRICT	6.23	51-301
Restraint, unlawful	Sum/Must Appear	\$100.00	\$150.00	\$300.00	3.6	21-5411
Riot	Sum/Must Appear	\$150.00	\$250.00	\$500.00	9.4	21-6201
Sale of medicine through vending mach.	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.19	65-650
Scrap metal, buying	Sum/No Appear	\$50.00	\$100.00	\$150.00	6.25	50-6111
Scrap metal, selling	Sum/No Appear	\$50.00	\$100.00	\$150.00	6.24	50-6111
Selling, furnishing tobacco to minor	Sum/ Must Appear	\$200.00	\$300.00	\$400.00	5.7	79-3321
Serial numbers	Sum/No Appear	\$100.00	\$200.00	\$300.00	6.12	N/A
Sexual battery	Arrest/bond	\$200.00	\$500.00	\$700.00	3.2.1	21-5505
Simulating legal process	Sum/Must Appear	\$100.00	\$200.00	\$400.00	7.7	21-5907
Smoke detector, failure to maintain	Sum/No Appear	\$25.00	\$25.00	\$25.00	10.18	31-162
Smoking Prohibited	Sum/No Appear	\$50.00	\$100.00	\$150.00	10.24	21-6110
Stalking	Sum/Must Appear	\$100.00	DISTRICT	DISTRICT	3.13	21-5427
Taking Game from Posted Land	Sum/Must Appear	\$75.00	\$100.00	\$150.00	6.21	32-1013
Tampering with landmark	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.9	21-5816
Tampering with public notice	Sum/Must Appear	\$250.00	\$350.00	\$500.00	7.9	21-5921
Tampering with public record	Sum/Must Appear	\$250.00	\$350.00	\$500.00	7.8	21-5920
Tampering with traffic signal	Sum/Must Appear	\$250.00	\$350.00	\$500.00	6.1	21-5817
Tattooing, body piercing under age 18	Sum/Must Appear	\$100.00	\$300.00	\$600.00	10.17	65-1953
Theft	<i>See Special</i>	\$100.00 <i>Sum/Must Appear</i>	\$150.00 <i>Arrest/Bond</i>	DISTRICT	6.1	21-5801
Theft, lost/mislaid property	Sum/Must Appear	\$100.00	\$150.00	\$200.00	6.3	21-5802
Throwing objects	Sum/Must Appear	\$150.00	\$250.00	\$500.00	10.16	21-5819
Trespass on railroad property	Sum/Must Appear	\$150.00	\$200.00	\$250.00	6.7.1	21-5809
Unlawfully Obtain Prescription Only Drug	Arrest/Bond	\$500.00	DISTRICT	DISTRICT	10.20	21-5708
Watercraft, lifesaving devices	Sum/No Appear	\$50.00	\$100.00	\$150.00	5.5	32-1129
Weapons, criminal use	Sum/Must Appear	\$100.00	\$150.00	\$200.00	10.1	21-4201

Withholding possession public property	Sum/Must Appear	\$200.00	\$300.00	\$400.00	6.13	N/A
Worthless check	Arrest/Bond	\$100.00	\$200.00	DISTRICT	6.16	21-5821
For any offense not specifically listed herein, the minimum fine shall be	Sum/Must Appear	\$100.00	\$200.00	\$300.00		

Standard Traffic Ordinance

Description	Booking & Bonding Procedure	1 st Offense	2 nd Offense	3 rd Offense	STO	KSA
Barricades; driving around barriers	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-122	N/A
Blocking Traffic leaving <10' roadway	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-90	N/A
Child Safety Restraints	Sum/No Appear	\$60.00	\$60.00	\$60.00	17-182	8-1344
Commercial D.U.I.	Arrest/Bond	\$750.00	\$1,250.00	DISTRICT	6-30.1	8 2144
D.U.I.	Arrest/Bond	\$750.00	\$1,250.00	DISTRICT	6-30	8-1567
Disobey Traffic Control Officer	Sum/No Appear	\$50.00	\$100.00	\$180.00	3-6	8-1503
Driving in violation of restrictions	Sum/Must Appear Eye Wear/No Appear	\$100.00	\$150.00	\$200.00	19-195	8-291
Driving thru Funeral Procession	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-120	N/A
Driving thru Private Prop to avoid TCD	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-118	N/A
Driving thru yards w/intent to damage	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-125	8-1348
Driving while Suspended or Revoked	<i>See Special</i>	\$150.00 <i>Sum/Must Appear</i>	\$225.00 <i>Arrest/Bond</i>	DISTRICT	19-194	8-262
Duty to Report/Give Aid	Sum/Must Appear	\$150.00	\$225.00	\$300.00	5-25	8-1604
Duty upon striking unattended Vehicle	Sum/No Appear	\$75.00	\$113.00	\$180.00	5-26	8-1605
Eluding a police officer in vehicle	Arrest/Bond	\$250.00	\$325.00	\$500.00	6-31	8-1568
False Accident Report	Sum/Must Appear	\$100.00	\$150.00	\$200.00	5-28	8-1608
Habitual Violator	<i>See Special</i>	\$300.00 <i>Sum/Must Appear</i>	\$450.00 <i>Arrest/Bond</i>	\$600.00 <i>Arrest/Bond</i>	19-195.1	8-287
Handicapped Parking	Sum/No Appear	\$50.00	\$75.00	\$100.00	13-87	8-1,130a
Ignition Interlock Devices: Tampering	Sum/No Appear	\$100.00	\$150.00	\$200.00	6-30.3	8-1017
Illegal Parking	Sum/No Court Cost	\$10.00	\$20.00	\$30.00	13-85	8-1571
Improper parking in stall markings	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-89	N/A
Inattentive Driving	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-104	N/A
Leaving the Scene of IA	<i>See Special</i>	\$300.00 <i>Sum/Must Appear</i>	\$450.00 <i>Arrest/Bond</i>	\$600.00 <i>Arrest/Bond</i>	5-23	8-1602
Licensing	Sum/Must Appear	\$300.00	\$400.00	\$500.00	14-195	
Limited Time Parking Violation	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-97	N/A
Loading, unloading, or special zones	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-99	N/A
No Driver's License & Expired DL	Sum/Must Appear	\$200.00	\$300.00	\$400.00	19-192	8-235
No Driver's License In Possession	Sum/No Appear	\$50.00	\$75.00	\$100.00	19-193	8-244
No Proof of Insurance	Sum/Must Appear	\$300.00	\$800.00	\$800.00	19-200	40-3104
No Seat Belt 14-18 (No Court Costs)	Sum/No Appear	\$60.00	\$60.00	\$60.00	17-182a	8-1578a
No Seat Belt 18+ (No Court Costs)	Sum/No Appear	\$30.00	\$30.00	\$30.00	17-182a	8-1578a

Obstructing License Plates	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-126.1	N/A
Parking Disabled and Other Vehicles	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-93 (a)(b)	8-1102
Description	Booking & Bonding Procedure	1st Offense	2nd Offense	3rd Offense	STO	KSA
Pedestrian under influence on roadway	Sum/Must Appear	\$50.00	\$75.00	\$100.00	11-74	8-1543
Permit unauthorized minor to drive	Sum/No Appear	\$50.00	\$75.00	\$100.00	19-197	8-263
Permit unauthorized operator to drive	Sum/No Appear	\$50.00	\$75.00	\$100.00	19-196	8-264
Private Property Sales	Sum/Must Appear	\$100.00	\$150.00	\$200.00	18-223	N/A
Public Property Sales	Sum/Must Appear	\$100.00	\$150.00	\$200.00	18-221	N/A
Racing on Highways	Sum/Must Appear	\$75.00	\$100.00	\$150.00	7-37	8-1565
Reckless Driving	<i>See Special</i>	\$150.00 <i>Sum/Must Appear</i>	\$225.00 <i>Arrest/Bond</i>	\$300.00 <i>Arrest/Bond</i>	6-29	8-1566
Remove/deface traffic control device	Sum/ Must Appear	\$100.00	\$200.00	\$300.00	4-18	8-1513
Reporting Certain 2nd Hand Goods	Sum/No Appear	\$100.00	\$150.00	\$200.00	18-135	N/A
Skates, skateboards etc. on roadway	Sum/No Appear	\$40.00	\$60.00	\$80.00	15-136	N/A
Spilling Loads on Roadways	Sum/Must Appear	\$100.00	\$150.00	\$200.00	17-179	N/A
Trailers & Towed vehicles, safety hitches	Sum/No Appear	\$40.00	\$60.00	\$80.00	17-180	N/A
Transport Alcoholic Beverage Driver	Sum/No Appear	\$150.00	\$200.00	\$250.00	14-106	8-1599
Transport Alcoholic Beverage Passenger	Sum/No Appear	\$150.00	\$200.00	\$250.00	14-106	8-1599
Unlawful Riding on Vehicles 14 & older	Sum/No Appear	\$40.00	\$60.00	\$80.00	14-115	8-1343
Unlawful Riding on Vehicles under 14	Sum/No Appear	\$40.00	\$60.00	\$80.00	17-115	8-1578a
Unlawful use of Driver's License	Sum/Must Appear	\$200.00	\$300.00	\$500.00	19-199	8-260
Unlawful Use of Wireless Communication Device	Sum/No Appear	\$60.00	\$60.00	\$60.00	14-126.2	8-15,111
U-turn on curve or crest of grade	Sum/No Appear	\$40.00	\$60.00	\$80.00	9-52	8-1546
Vehicle for sale or on street repair, Prohibit	Sum/No Appear	\$40.00	\$60.00	\$80.00	13-88	N/A
For any offense not specifically listed herein, the minimum fine shall be	Sum/Must Appear	\$100.00	\$200.00	\$300.00		

Standard Traffic Ordinance – Infractions

Description	1st Offense	2nd Offense	3rd Offense	STO	KSA
Blind pedestrian right of way	\$45.00	\$60.00	\$75.00	11-73	8-1542
Carrying articles on bicycle; one hand on handle bars	\$45.00	\$60.00	\$75.00	15-132	8-1591
Clinging to other vehicle	\$45.00	\$60.00	\$75.00	15-130	8-1589
Coasting	\$45.00	\$60.00	\$75.00	14-109	8-1580
Defective brakes	\$45.00	\$60.00	\$75.00	17-173	8-1734
Defective headlamps	\$45.00	\$60.00	\$75.00	17-146	8-1705
Defective horn, muffler, mirrors or tires	\$45.00	\$60.00	\$75.00	18-191	8-1810
Defective mirror	\$45.00	\$60.00	\$75.00	17-176	8-1740

Defective motorcycle lamp	\$45.00	\$60.00	\$75.00	18-183	8-1801
Defective motorcycle or motor-driven cycle brakes	\$45.00	\$60.00	\$75.00	18-189	8-1807
Defective motorcycle reflector	\$45.00	\$60.00	\$75.00	18-185	8-1803
Defective motorcycle stop lamps and turn signals	\$45.00	\$60.00	\$75.00	18-186	8-1804
Description	1st Offense	2nd Offense	3rd Offense	STO	KSA
Defective motorcycle tail lamp	\$45.00	\$60.00	\$75.00	18-184	8-1802
Defective muffler	\$45.00	\$60.00	\$75.00	17-175	8-1739
Defective multi-beam lighting	\$45.00	\$60.00	\$75.00	18-187	8-1805
Defective or improper use of horn or warning device	\$45.00	\$60.00	\$75.00	17-174	8-1738
Defective reflector	\$45.00	\$60.00	\$75.00	17-148	8-1707
Defective tail lamps	\$45.00	\$60.00	\$75.00	17-147	8-1706
Defective wipers; obstructed windshield or windows	\$45.00	\$60.00	\$75.00	17-177	8-1741
Disobey ped. Traffic control device	\$45.00	\$60.00	\$75.00	11-63	8-1532
Disobey traffic control device	\$75.00	\$105.00	\$135.00	4-12	8-1507
Drivers View Obstructed	\$50.00	\$75.00	\$100.00	14-108	8-1576
Driving into intersection, crosswalk or crossing without sufficient space on other side	\$45.00	\$60.00	\$75.00	14-113	8-1584
Driving on left in no-passing zone	\$75.00	\$105.00	\$135.00	8-44	8-1520
Driving on left side of roadway	\$75.00	\$105.00	\$135.00	7-38	8-1514
Driving on Left side where curve, grade, intersection railroad crossing, or obstructed view	\$75.00	\$105.00	\$135.00	8-43	8-1519
Driving on Sidewalk	\$45.00	\$60.00	\$75.00	14-116	8-1575
Driving over fire hose	\$45.00	\$60.00	\$75.00	14-111	8-1582
Driving through safety zone prohibited	\$45.00	\$60.00	\$75.00	11-70	8-1539
Driving without lights when needed	\$45.00	\$60.00	\$75.00	17-144	8-1703
Driving wrong way on one-way road	\$75.00	\$105.00	\$135.00	8-45	8-1521
Fail of certain vehicles to stop RR crossing	\$195.00	\$255.00	\$315.00	12-78	8-1553
Fail to comply w/const. zone restrictions	\$105.00	\$150.00	\$195.00	10-62	8-1531
Fail to exercise due care to pedestrian	\$45.00	\$60.00	\$75.00	11-66	8-1535
Fail to obey railroad crossing signal	\$195.00	\$255.00	\$315.00	12-76	8-1551
Fail to stop railroad crossing stop sign	\$135.00	\$195.00	\$255.00	12-77	8-1552
Fail to yield pedestrian in crosswalk	\$75.00	\$105.00	\$135.00	11-64	8-1533
Fail to yield ROW from stop/yield sign	\$75.00	\$105.00	\$135.00	10-59	8-1528
Fail to Yield ROW to emergency vehicle	\$195.00	\$285.00	\$375.00	10-61	8-1530
Fail to yield ROW turning left	\$75.00	\$105.00	\$135.00	10-58	8-1527
Fail to yield ROW uncontrolled intersection	\$75.00	\$105.00	\$135.00	10-57	8-1526
Fail to Yield ROW upon entering road	\$75.00	\$105.00	\$135.00	10-60	8-1529
Fail to yield to emergency vehicle by pedestrian	\$45.00	\$60.00	\$75.00	11-72	8-1541
Fail to yield to pedestrian on sidewalk	\$45.00	\$60.00	\$75.00	11-71	8-1540
Failure to dim headlights	\$75.00	\$105.00	\$135.00	17-165	8-1725
Failure to keep right to pass on-coming vehicle	\$75.00	\$105.00	\$135.00	8-39	8-1515
Following fire apparatus too closely	\$75.00	\$105.00	\$135.00	14-110	8-1581

Following too close	\$75.00	\$105.00	\$135.00	8-47	8-1523
Illegal Window Tint	\$45.00	\$60.00	\$75.00	17-181	8-1749a
Impeding normal traffic by	\$55.00	\$60.00	\$75.00	7-34	8-1561
Improper Backing	\$45.00	\$60.00	\$75.00	14-117	8-1574
Improper bicycle lamps broken or reflectors	\$45.00	\$60.00	\$75.00	15-133	8-1592
Description	1 st Offense	2 nd Offense	3 rd Offense	STO	KSA
Improper crossover on divided highway	\$45.00	\$60.00	\$75.00	8-48	8-1524
Improper driving on laned roadway	\$75.00	\$105.00	\$135.00	8-46	8-1522
Improper hand signal	\$45.00	\$60.00	\$75.00	9-56	8-1550
Improper lamp color of certain vehicles	\$45.00	\$60.00	\$75.00	17-152	8-1711
Improper Lamps and equipment on implements of husbandry, road machinery or animal drawn vehicles	\$45.00	\$60.00	\$75.00	17-158	8-1718
Improper lamps on Parked Vehicle - Improper lamps etc. on farm tractor or slow moving vehicle	\$45.00	\$60.00	\$75.00	17-157	8-1716
Improper lamps or lights on emergency vehicle	\$45.00	\$60.00	\$75.00	17-160	8-1720
Improper lighting equipment on certain vehicles	\$45.00	\$60.00	\$75.00	17-151	8-1710
Improper lights on highway construction or maintenance vehicles	\$45.00	\$60.00	\$75.00	17-172	8-1731
Improper method of giving notice of intention to turn	\$45.00	\$60.00	\$75.00	9-55	8-1549
Improper motorcycle handlebars or passenger equipment	\$75.00	\$105.00	\$135.00	16-141	8-1597
Improper mounting of reflectors and lamps on certain vehicles	\$45.00	\$60.00	\$75.00	17-153	8-1712
Improper multiple-beam lights	\$45.00	\$60.00	\$75.00	17-164	8-1724
Improper number of driving lamps	\$45.00	\$60.00	\$75.00	17-168	8-1728
Improper operation of motorcycle on laned roadway	\$75.00	\$105.00	\$135.00	16-139	8-1595
Improper operation of motorcycle; seats; passengers, bundles	\$45.00	\$60.00	\$75.00	16-138	8-1594
Improper operation of snowmobile on highway	\$45.00	\$60.00	\$75.00	14-114	8-1585
Improper passing on right	\$75.00	\$105.00	\$135.00	8-41	8-1517
Improper passing; increasing speed when passed	\$75.00	\$105.00	\$135.00	8-40	8-1516
Improper Pedestrian movement in walk	\$45.00	\$60.00	\$75.00	11-67	8-1536
Improper performance ability of brakes	\$45.00	\$60.00	\$75.00	18-190	8-1808
Improper riding of bicycle on roadway	\$45.00	\$60.00	\$75.00	15-131	8-1590
Improper road-lighting equipment on motor-driven cycle brakes	\$45.00	\$60.00	\$75.00	18-188	8-1806
Improper school bus lighting equipment and warning devices	\$45.00	\$60.00	\$75.00	17-170	8-1730
Improper single-beam headlights	\$45.00	\$60.00	\$75.00	17-166	8-1726
Improper speed with alternate lighting	\$45.00	\$60.00	\$75.00	17-167	8-1727
Improper stop lamp or turn signal	\$45.00	\$60.00	\$75.00	17-149	8-1708
Improper stop or turn signal	\$45.00	\$60.00	\$75.00	17-161	8-1721
Improper tires	\$45.00	\$60.00	\$75.00	17-178	8-1742,a
Improper turn or approach	\$75.00	\$105.00	\$135.00	9-49	8-1545
Improper use of roadway by pedestrian	\$45.00	\$60.00	\$75.00	11-68	8-1537
Improper U-turn	\$75.00	\$105.00	\$135.00	9-51	8-1546
Improper vehicular hazard warning lamp	\$45.00	\$60.00	\$75.00	17-162	8-1722
Improper visibility of reflectors and lamps on certain vehicles	\$45.00	\$60.00	\$75.00	17-154	8-1713

Improper wide-based single tires	\$75.00	\$105.00	\$135.00	17-178.1	8-1742b
Jay walking	\$45.00	\$60.00	\$75.00	11-65	8-1534
Lamps or Flags on Projecting Loads	\$75.00	\$105.00	\$135.00	17-156	8-1715
Motorcycle clinging to other vehicle	\$45.00	\$60.00	\$750.00	16-140	8-1596
Motorcycle helmet and eye protection requirements	\$45.00	\$60.00	\$75.00	16-142	8-1598
Moving heavy equip at RR crossing	\$75.00	\$105.00	\$135.00	12-79	8-1554
Description	1st Offense	2nd Offense	3rd Offense	STO	KSA
Not riding on bicycle seat; too many persons on bicycle	\$45.00	\$60.00	\$75.00	15-129	8-1588
Overtaking and passing church bus	\$195.00	\$285.00	\$375.00	12-82	8-1556a
Overtaking and passing school bus	\$315.00	\$750.00	\$1,000.00	12-81	8-1556
Parental responsibility of child riding bicycle	\$45.00	\$60.00	\$75.00	15-127	8-1586
Passing on left with insufficient clearance	\$75.00	\$105.00	\$135.00	8-42	8-1518
Pedestrian soliciting rides or contributions	\$45.00	\$60.00	\$75.00	11-69	8-1538
Pedestrian disobey railroad signals	\$45.00	\$60.00	\$75.00	11-75	8-1544
Putting glass, etc. on highway	\$105.00	\$150.00	\$195.00	14-112	8-1583
Refusal to submit to preliminary breath test	\$105.00	\$150.00	\$195.00	6-30.2	8-1012
Riding in house trailer	\$45.00	\$60.00	\$75.00	14-124	8-1578
Speeding on motor driven motorcycle	\$75.00	\$105.00	\$135.00	7-35	8-1562
Unattended Vehicle	\$25.00	\$50.00	\$100.00	14-107	8-1573
Unauthorized additional lighting equipment	\$45.00	\$60.00	\$75.00	17-163	8-1723
Unauthorized lights and devices on church or day-care bus	\$45.00	\$60.00	\$90.00	17-171	8-1730a
Unauthorized lights and signals	\$45.00	\$60.00	\$75.00	17-169	8-1729
Unauthorized sign, signal, marking or device	\$45.00	\$60.00	\$75.00	4-17	8-1512
Unlawful operation of all-terrain vehicle	\$75.00	\$105.00	\$135.00	14-114.1	8-15,100
Unlawful operation of a Micro Utility Truck	\$75.00	\$105.00	\$135.00	14-114.2	8-15,106
Unlawful operation of a low-speed vehicle	\$75.00	\$105.00	\$135.00	14-114.3	8-15,101
Unlawful operation of a Worksite Utility Vehicle	\$75.00	\$105.00	\$135.00	14-114.5	8-15,109
Unlawful riding on vehicle	\$75.00	\$105.00	\$135.00	17-143	8-1701
Unlawful use of spot, fog or auxiliary lamp	\$45.00	\$60.00	\$75.00	17-159	8-1719
Unsafe opening of vehicle door	\$45.00	\$60.00	\$75.00	14-123	8-1577
Unsafe speed for prevailing conditions	\$105.00	\$135.00	\$165.00	7-32	8-1557
Unsafe starting of stopping vehicle	\$45.00	\$60.00	\$75.00	9-53	8-1547
Unsafe turning or stopping, failure to give proper signal; unlawful turn signal	\$75.00	\$105.00	\$135.00	9-54	8-1548
Using headphones/TV while driving	\$45.00	\$60.00	\$75.00	14-103	8-1748
Vehicle enter roadway private drive w/o stop	\$75.00	\$105.00	\$135.00	12-80	8-1555
Violating flashing traffic signals	\$75.00	\$105.00	\$135.00	4-15	8-1510
Violating lane-control signal	\$75.00	\$105.00	\$135.00	4-16	8-1511
Violating pedestrian control signal	\$45.00	\$60.00	\$75.00	4-14	8-1509
Violating traffic control signal	\$75.00	\$105.00	\$135.00	4-13	8-1508

Municipal Code and Other Violations

Description	Booking Procedure	1 st Offense	2 nd Offense	3 rd Offense	Mun Code	KSA
Angular Parking downtown	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 59	N/A
Animals at Large-(except dog)	Sum/No Appear	\$40.00	\$60.00	\$80.00	10 1	N/A
Bicycle/Skateboard Violation	Sum/No Appear	\$25.00	\$50.00	\$100.00	50 23	N/A
Burning within the City Limits	Sum/Must Appear	\$100.00	\$100.00	\$100.00	34-20	N/A
Description	Booking Procedure	1 st Offense	2 nd Offense	3 rd Offense	Mun Code	KSA
Careless Driving – IA involved	Sum/Must Appear	\$300.00	\$450.00	\$600.00	58 27	N/A
Careless Driving – NIA involved	Sum/No Appear	\$100.00	\$150.00	\$300.00	58 27	N/A
Careless Driving – No Accident Inv	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 27	N/A
City Pond Violations	Sum/No Appear	\$40.00	\$60.00	\$80.00	50 351	N/A
Curfew violation	See Special	\$100.00 Sum /No Appear	\$150.00 Sum /Must Appear	\$200.00 Sum/ Must Appear	42-24	N/A
Defacement of Property	Sum/Must Appear	\$150.00	\$250.00	\$350.00		
Disturbing the peace	Sum/No Appear	\$50.00	\$75.00	\$100.00	42-22	N/A
Dog at Large	Sum/No Appear	\$60.00	\$80.00	\$100.00	10 34	47-122
Dogs Staked or Tethered	Sum/Must Appear	\$60.00	\$80.00	\$100.00	10 35	N/A
Enclosures (for swimming pools) (IPMC 303.2)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Failure to Appear	Arrest/Bond	\$25.00	\$25.00	\$25.00	42-21	21-5915
Failure to Maintain Property	Sum/Must Appear	\$100.00	\$200.00	\$300.00	IPMC 302.1	
Failure to Mow (IPMC 302.1)	Sum/Must Appear	\$100.00	\$100.00	\$100.00		
Failure to Pull a Permit (R105.1)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Food Preparation (IPMC 404.7)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Illegal Out-of-State Tag	Sum/No Appear	\$100.00	\$150.00	\$300.00	58-24(6)	8-1,138
Illegal Roof Overlay (R907.3)	Sum/Must Appear	\$350.00	\$350.00	\$350.00		
Illegal/Expired Tag	Sum/No Appear	\$100.00	\$150.00	\$300.00	58-24	8-142
Infestation (IPMC 309.1) Commercial	Sum/Must Appear	\$500.00	\$600.00	\$700.00		
Infestation (IPMC 309.1) Residential	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
Littering	Sum/No Appear	\$50.00	\$75.00	\$100.00	42 26	21-5815
Motor Vehicles (IPMC 302.8)	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
No Vaccination of Animal/Rabies Tag	Sum/No Appear	\$40.00	\$60.00	\$80.00	10 7	N/A
Noisy Dogs	Sum/No Appear	\$40.00	\$60.00	\$80.00	10 36	N/A
Nuisance	Sum/No Appear	\$100.00	\$150.00	\$200.00	42 27	N/A
Premise Cleaned	Sum/No Appear	\$100.00	\$150.00	\$200.00	46-4	N/A
Premises Identification (IPMC 304.3)	Sum/Must Appear	\$50.00	\$75.00	\$100.00		
Probation Violation		\$50.00 fine Def's \$ Only	** \$500.00 After 12 hrs	Cash Bond	42-21	21-5915
Prohibited Occupancy (IPMC 108.5) Includes Dangerous Equipment	Sum/Must Appear	\$400.00	\$500.00	\$600.00		
Rubbish/Garbage IPMC 308.1	Sum/Must Appear	\$50.00	\$75.00	\$100.00		
Site Violation-Number of Animals Limited	Sum/No Appear	\$60.00	\$80.00	\$100.00	10 6	N/A

Transfer of Ownership (IPMC 107.6)	Sum/Must Appear	\$300.00	\$400.00	\$500.00		
Truck parking residential zone	Sum/No Appear	\$40.00	\$60.00	\$80.00	58 58	N/A
Truck Route Violation	Sum/No Appear	\$100.00	\$150.00	\$200.00	58 78	N/A
Unauthorized Tampering (IPMC 107.4)	Sum/Must Appear	\$200.00	\$300.00	\$400.00		
Unlawful Placard Removal (IPMC 108.4.1)	Sum/Must Appear	\$400.00				
Unsafe Conditions (IPMC 304.1.1)	Sum/Must Appear	\$100.00	\$150.00	\$200.00		
Vicious/Biting Dog	Sum/Must Appear	\$150.00	\$225.00	\$300.00	10 37	21-6418
Window peeping	Sum/Must Appear	\$100.00	\$200.00	\$300.00	42-23	N/A
Water Conservation	Sum/No Appear	\$250.00	\$500.00	\$500.00	62-203(b)	

Description	Booking Procedure	1 st Offense	2 nd Offense	3 rd Offense	Mun Code	KSA
Bench Warrant Fee per case	xx	\$50.00	xx	xx	2-361(b)	
Expungement Fee per case	xx	\$75.00	xx	xx	2-361(e)	
For any offense not specifically listed herein, the minimum fine shall be	Sum/Must Appear	\$100.00	\$200.00	\$300.00		

Speeding

Description	1 st Offense	2 nd Offense	3 rd Offense
Speeding 10 MPH & Under	\$45.00	\$60.00	\$75.00
11 MPH Over	\$51.00	\$66.00	\$81.00
12 MPH Over	\$57.00	\$72.00	\$87.00
13 MPH Over	\$63.00	\$78.00	\$93.00
14 MPH Over	\$69.00	\$84.00	\$99.00
15 MPH Over	\$75.00	\$90.00	\$105.00
16 MPH Over	\$81.00	\$96.00	\$111.00
17 MPH Over	\$87.00	\$102.00	\$117.00
18 MPH Over	\$93.00	\$108.00	\$123.00
19 MPH Over	\$99.00	\$114.00	\$129.00
20 MPH Over	\$105.00	\$120.00	\$135.00
21 MPH Over	\$114.00	\$129.00	\$144.00
22 MPH Over	\$123.00	\$138.00	\$153.00
23 MPH Over	\$132.00	\$147.00	\$162.00
24 MPH Over	\$141.00	\$156.00	\$171.00
25 MPH Over	\$150.00	\$165.00	\$180.00
26 MPH Over	\$159.00	\$174.00	\$189.00
27 MPH Over	\$168.00	\$183.00	\$198.00
28 MPH Over	\$177.00	\$192.00	\$207.00
29 MPH Over	\$186.00	\$201.00	\$216.00
30 MPH Over	\$195.00	\$210.00	\$225.00
31 MPH Over	\$210.00	\$225.00	\$240.00
32 MPH Over	\$225.00	\$240.00	\$255.00
33 MPH Over	\$240.00	\$255.00	\$270.00
34 MPH Over	\$255.00	\$270.00	\$285.00
35 MPH Over	\$270.00	\$285.00	\$300.00
36 MPH Over	\$285.00	\$300.00	\$315.00
37 MPH Over	\$300.00	\$315.00	\$330.00
38 MPH Over	\$315.00	\$330.00	\$345.00
39 MPH Over	\$330.00	\$345.00	\$360.00
40 MPH Over	\$345.00	\$360.00	\$375.00
Each Additional Mile	Previous Fine plus \$15.00	Previous Fine plus \$15.00	Previous Fine plus \$15.00

Description	1 st Offense	2 nd Offense	3 rd Offense
Speeding School/Construction Zone 10 MPH & Under	\$90.00	\$120.00	\$150.00
11 MPH Over	\$102.00	\$132.00	\$162.00
12 MPH Over	\$114.00	\$144.00	\$174.00
13 MPH Over	\$126.00	\$156.00	\$186.00
14 MPH Over	\$138.00	\$168.00	\$198.00
15 MPH Over	\$150.00	\$180.00	\$210.00
16 MPH Over	\$162.00	\$192.00	\$222.00
17 MPH Over	\$174.00	\$204.00	\$234.00
18 MPH Over	\$186.00	\$216.00	\$246.00
19 MPH Over	\$198.00	\$228.00	\$258.00
20 MPH Over	\$210.00	\$240.00	\$270.00
21 MPH Over	\$228.00	\$258.00	\$288.00
22 MPH Over	\$246.00	\$276.00	\$306.00
23 MPH Over	\$264.00	\$294.00	\$324.00
24 MPH Over	\$282.00	\$312.00	\$342.00
25 MPH Over	\$300.00	\$330.00	\$360.00
26 MPH Over	\$318.00	\$348.00	\$378.00
27 MPH Over	\$336.00	\$366.00	\$396.00
28 MPH Over	\$354.00	\$384.00	\$414.00
29 MPH Over	\$372.00	\$402.00	\$432.00
30 MPH Over	\$390.00	\$420.00	\$450.00
31 MPH Over	\$420.00	\$450.00	\$480.00
32 MPH Over	\$450.00	\$480.00	\$510.00
33 MPH Over	\$480.00	\$510.00	\$540.00
34 MPH Over	\$510.00	\$540.00	\$570.00
35 MPH Over	\$540.00	\$570.00	\$600.00
36 MPH Over	\$570.00	\$600.00	\$630.00
37 MPH Over	\$600.00	\$630.00	\$660.00
38 MPH Over	\$630.00	\$660.00	\$690.00
39 MPH Over	\$660.00	\$690.00	\$720.00
40 MPH Over	\$690.00	\$720.00	\$750.00
Each Additional Mile	Previous Fine plus \$15.00	Previous Fine plus \$15.00	Previous Fine plus \$15.00

Parks and Facilities Rentals

A. Agri-Business Building

a. North Building	\$80.00/Day	\$125.00/Day
b. South Building	\$160.00/Day	\$250.00/Day
c. South Building with Kitchen	\$200.00/Day	\$300.00/Day
d. Not-For-Profit Organization Use or Commission Sponsored Event	\$100.00/Day	
e. Damage Deposit North Building (Non Refundable within 48 hours of event)	\$100.00/Event	
f. Damage Deposit South Building (Non Refundable within 48 hours of event)	\$250.00/Event	
g. Tennis Association.....	\$6.00/Hour/Court	

B. Hogan

a. Damage Deposit.....	\$ 75.00
b. Building and Grounds	\$75.00/Day

C. Northwest Community Center

a. Damage Deposit.....	\$ 100.00
b. Building Rental	\$100.00/Day \$150.00/Day

D. Senior Center Rental

a. Deposit	\$100.00
b. Main Room (Per hour up to 4 hours)	\$30.00/Hour
c. Main Room – All Day	\$125.00/Day
d. East or West Community Room	\$15.00/Hour
e. Kitchen Usage.....	NO USE
f. Chair & Tables.....	Free

E. Table and Chair Rentals for Private Functions

a. Tables.....	\$8.00 Each
b. Chairs	\$0.75 Each

F. Camping (Camping Permit Valid for 72 Hours) (5 day maximum)

a. Walnut Park	\$10.00/Day
b. Newman Park.....	\$10.00/Day

Parks and Facilities Special Event

Applicants for a special event permit pursuant to Section 50-1 of Municipal Code shall pay a non-refundable permit fee at the time of application, with the following exception: (1) the application fee for official Arkalalah and Last Run Car Show events shall be waived.

A. Special Event:

- a. Application Fee\$25.00
- b. Application Fee (Non-profit organizations office/location in Arkansas City)\$10.00

B. Equipment/Services

- a. Road Barricades, per set \$25.00
- b. Tables, each.....\$ 8.00
- c. Folding Chairs, each\$.75
- d. Police Security (2 hour minimum; only available for alcohol events at the Agri-Business building, subject to approval by the Police Chief)\$40.00
- e. Sound System at Wilson Park Rotunda\$75.00
- f. Trash Receptacles:
 - i. Per Cart\$10.00
 - ii. Per Dumpster\$35.00
- g. Park Rental, per hour\$15.00
- h. Electrical and/or Water hook up fee.....\$10.00

Parks and Facilities

Riverview Cemetery

C. Spaces:

a. Adult Space	\$400.00
b. Baby Space (Less than 1 year of age)	No Charge
c. Single Crypt	\$550.00
d. Companion Crypt	\$1,250.00
e. Columbarium	
i. Niche (Holds 2 Urns)	\$250.00
ii. Ossuary (Cremains only)	\$100.00
f. Deed Transfer	\$35.00 Each

D. Services:

a. Opening and Closing of Grave	
iii. Adult Grave	\$350.00
iv. Infant Grave	\$200.00
v. Cremation Urn	\$100.00
vi. Cremation Urn Including Vault (12"x12"x12" Maximum)	\$200.00
vii. Cremation Urn Including Vault (Larger than 12"x12"x12")	\$300.00
b. Opening and Closing of Crypt	
i. Long shutter crypt	\$700.00
ii. Long shutter crypt (Open and view only)	\$400.00
iii. Single crypt	\$250.00
iv. Companion crypt	\$300.00
c. Saturday and Holiday Surcharge	\$300.00
d. Funeral Services arriving @ Cemetery Gate at or later than 3:30 PM will be charged an additional surcharge	\$200.00
e. Disinterment	Double the Opening & Closing

E. Monuments:

a. Monument Setting Fee	\$ 35.00
b. Re-Flag Location	Additional \$20.00 Fee
c. Move stone 48" in length or smaller	\$50.00
d. Move stone greater than 48" in length	\$150.00

F. Miscellaneous:

a. City Space Repurchase	50% of Current Price Less \$35.00 Transfer Fee
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Police Department General Fees

A. Reports

- a. Police Reports (Cover Sheet of Offense Report)No Charge
- b. Accident Report (Online)\$18.00

B. Fingerprints

- a. Per Set\$20.00

C. Electronic Media Form of Data\$25.00

D. Open Records Request Fees (Search Cost/Hourly Rates (Minimum 15 Minutes):

- a. Staff (Each 15 Minute Increment)\$4.00
- b. Administrative (Each 15 Minute Increment)\$6.00
- c. Computer Staff (Each 15 Minute Increment)\$6.00
- d. Photocopies – Black & White (per page)\$.25
- e. Photocopies – Color (per page).....\$.50
- f. City Attorney Review.....Actual Cost

Neighborhood Services Fees

A. Planning

- a. Comprehensive Plan\$50.00/Copy
- b. Zoning Ordinance\$22.50/Copy
- c. Subdivision Ordinance\$5.00/Copy
- d. Map – Larger than 11 x 17 Black & White\$5.00/Copy
- e. Map – Larger than 11 x 17 Color\$10.00/Copy
 - i. Commercially produced by the Chamber of Commerce
 - 1. No Charge/Unless Mailed

B. Zoning

- a. Conditional Use Permit Application\$200.00
- b. Rezone Application\$200.00
- c. Planned Unit Development\$250.00

C. Board of Zoning Appeals

- a. Appeals\$150.00
- b. Variance\$150.00
- c. Exception\$150.00

D. Subdivision

- a. Plat (Additional Pages) Actual Cost
- b. Lot Split\$75.00
- c. Preliminary Plat\$200.00
- d. Final Plat (Major Plats only).....\$200.00
- e. Vacating Request\$200.00

E. Miscellaneous

- a. Bid Documents & Plan Sets for Public Improvement & Maintenance Contracts\$25.00/Copy
- b. Documents & Plan Sets for Public Improvement & Maintenance Contracts.....\$25.00/Copy
- c. Neighborhood Revitalization Program Application\$25.00
- d. Permit fee for Right-of-Way (excludes Franchise agreements)\$150.00
- e. Supplemental Permit Fee for Right-of-Way\$75.00

F. Neighborhood Services

Cost of Cleanup (Labor and Equipment) plus \$100.00 Administrative Fee will be charged for each of the following:

- a. Trash/Junk Vehicle
- b. Property Maintenance
- c. Weed Abatement
- d. Mowing

Neighborhood Services Building and Construction

Definitions:

Dwellings are defined per the 2015 International Residential Code:

- **Dwelling:** Any building that contains one or two *dwelling units* used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.
- **Dwelling Unit:** A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Multi-Unit Dwellings:

Whenever multi-family dwellings are being built by the same developer within the same project; permit fees for the building contractors and trades contractors are as follows:

- | | |
|------------------------|-----------------------|
| • 0-9 Dwelling Units | Full Price Permit Fee |
| • 10-25 Dwelling Units | Half Price Permit Fee |
| • 26 + Dwelling Units | Zero Permit Fee |

City Utilities:

Whenever multi-family dwellings are being built by the same developer within the same project; the charge for city utilities are as follows:

- | | |
|------------------------|-----------------------|
| • 0-9 Dwelling Units | Full Price Permit Fee |
| • 10-25 Dwelling Units | Half Price Permit Fee |
| • 26 + Dwelling Units | Zero Permit Fee |

Provisions:

The list below will be required:

- Dwelling Units that are permitted at half cost or zero cost must be completed (move-in ready) at the end of a two year (24 month) period.
- The Neighborhood Revitalization Program fees will not be waived.

Neighborhood Services

Permits and Licenses

Building Permit Fees:

Structure Moving	\$250.00
Driveway Permit	\$35.00
Re-Inspection Fee	\$50.00
Investigation Fee	\$100.00
After Hours Inspection	\$70.00/HR
Plan Review	Permit Value x \$0.65
Failure to Apply	Equal to Permit x 2

Residential Permit Fees:

\$1.00 - \$10,000	\$25.00
\$10,001 - \$20,000	\$30.00
\$20,001 - \$30,000	\$50.00
\$30,001 - \$40,000	\$70.00
\$40,001 - \$50,000	\$90.00
\$50,001 - \$70,000	\$110.00
\$70,001 - \$95,000	\$155.00
\$95,001 - \$125,000	\$220.00
\$125,001 – And Over	Value x .002

Commercial Permit Fees:

\$1.00 - \$10,000	\$30.00
\$10,001 - \$20,000	\$45.00
\$20,001 - \$30,000	\$75.00
\$30,001 - \$40,000	\$100.00
\$40,001 - \$50,000	\$130.00
\$50,001 - \$60,000	\$160.00
\$60,001 - \$70,000	\$190.00
\$70,001 - \$80,000	\$220.00
\$80,001 - \$90,000	\$250.00
\$90,001 – \$100,000	\$275.00
\$100,001 - \$125,000	\$375.00
\$125,001 – And Over	Value x .0030

Demolition Permit Fees:

\$1.00 - \$2,000	\$30.00
\$2,001 - \$10,000	\$60.00
\$10,001 - \$100,000	\$100.00
\$100,001 – And Over	\$150.00

Electrical Permit Fees:

Electrical Inspection	Based on Value
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Plumbing Permit Fees:

Plumbing Inspections	Based on Value
New Septic System Inspection	\$100.00
Sewer Tap & Service Line	\$110.00 + Cost

Mechanical Inspections:

Mechanical Inspect.	Based on Value
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Contractor Licenses:

Type	New Fee	Renewal
General	\$400.00	\$200.00
Building	\$300.00	\$150.00
Residential	\$200.00	\$100.00
Limited	\$150.00	\$ 80.00
Sign Hanger	\$200.00	\$100.00
Private Sewage	\$200.00	\$100.00
Plumbing Cont.	\$200.00	\$100.00
Master	\$200.00	\$ 60.00
Journeyman	\$100.00	\$ 30.00
Electrical Cont.	\$200.00	\$100.00
Master	\$200.00	\$ 60.00
Journeyman	\$100.00	\$ 30.00
Mechanical Cont.	\$200.00	\$100.00
Master	\$200.00	\$ 60.00
Journeyman	\$100.00	\$ 30.00

**Disconnect Fee:**

Whenever any service is terminated for nonpayment as provided for in Section 62-32 of the Arkansas City Municipal Code, the customer shall owe to the City, in addition to all incurred costs and fees for services provided, a disconnect fee of Thirty-Five Dollars (\$35.00). The City will waive such disconnect fee should the entire overdue balance be paid in full by a non-profit and/or charitable organization.

Payment of Bills:

- A. All accounts receivable due to the City for water and other services shall be due and payable upon receipt and shall be deemed delinquent if not paid on or before the delinquent date, which shall be no less than 25 days after the billing statement is issued. Those accounts not paid in full on or before the delinquent date shall be assessed a penalty of five percent (5%) of the amount due shown on the billing statement. For those accounts not paid in full on or before the delinquent date following the billing date, all accounts and charges currently owed shall become immediately due and shall be deemed delinquent.
- B. Service at other locations, or new service to any address, may be refused by the City until the previous delinquent accounts as indexed against the new customer are paid in full; should the City become aware of service to an existing account holder which is delinquent for nonpayment at another address, existing service may be terminated if the delinquent accounts are not paid within forty-eight (48) hours after notification is sent.
- C. The account holder shall pay all costs the City pays to a third party to collect the delinquent account, and/or any other collection agency fees, including a 25 percent (25%) fee on accounts sent to the Kansas State Set-Off Program to fully reimburse the City for collection of the account through that Program.
- D.

F Street Limb & Compost Site:	
City Resident	Free
Commercial/Non-Resident:	
Pickup/Small Utility Trailer	\$15.00
Dump Truck/Flatbed/Car Trailer	\$25.00
Tandem Dump Truck/Large Dump Trailer	\$30.00

Public Services

Water Utility

- A. Every consumer shall pay for each new water service installed, which includes the water raw tap, service line and meter installation. The customer or contractor must have the water main ready for immediate tap. Therefore, these costs do not include removal and replacement of pavement or excavation costs. The customer or contractor must submit plans to Neighborhood Services for approval prior to construction a new service. A permit will not be issued until Neighborhood Services verifies and approves the plans.

1" Tap, Service Line and 5/8" meter (25 gpm)	\$ 850.00
1" Tap, Service Line and 3/4" meter (35 gpm)	\$ 1,500.00
2" Tap, Service Line and 1" meter (55 gpm)	\$ 3,000.00
2" Tap, Service Line and 1.5" Meter (200 gpm)	\$ 3,800.00
4" Tap and 2" meter (250 gpm)*	\$ 3,000.00
4" Tap and 3" meter (650 gpm)*	\$ 3,500.00
6" Tap and 4" meter (1,250 gpm)*	\$ 4,200.00
8" Tap and 6" meter (2,500 gpm)*	\$ 8,800.00
12" Tap and 8" meter (3,500 gpm)*	\$ 13,900.00
4" Fire Services Detector Check Valve*	\$ 2,500.00
6" Fire Services Detector Check Valve*	\$ 3,800.00
8" Fire Service Detector Check Valve*	\$ 5,000.00
12" Fire Service Detector Check Valve*	\$ 8,000.00
Reinstall 1" or smaller meter in existing meter pit	\$ 450.00
* Costs include water main tap, meter/detector check valve and installation in customers vault only. All piping, valves and vault shall be the responsibility of the customer or contractor.	
Note: Public Works will always be responsible for the service line and meter set on 1" or 2" taps.	

- B. When an account is placed in a customer's name, or when a customer transfers from one account to another, a nonrefundable account service charge in the amount of Twenty-five Dollars (\$25.00), payable in advance, shall be levied to cover the costs of servicing the new account or the transfer request.
- C. The City offers three sets of water rates to users depending on their classification: Inside City Limits, Outside City Limits or Wholesale Customer.
- D. Sales tax and other state fees will be applied to customer bills when applicable according to state law and other regulations.
- E. Bulk water rate shall be ten dollars (\$10.00) per thousand gallons (\$10.00 per month minimum).
- F. A fifty dollar (\$50.00) metering fee shall be charged when applicable.

WHOLESALE RATES AND CONTRACTS ARE NEGOTIABLE FOR LARGE CUSTOMERS.

GENERAL FEES:**G. Inside City Limits:**

Meter Size	2018	2019	2020	2021	2022	2023	2024
5/8"	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.26	\$ 21.69	\$ 22.12
3/4"	\$ 29.63	\$ 30.22	\$ 30.82	\$ 31.44	\$ 32.07	\$ 32.71	\$ 33.36
1"	\$ 49.31	\$ 50.30	\$ 51.31	\$ 52.34	\$ 53.39	\$ 54.46	\$ 55.55
1 1/2"	\$ 98.17	\$ 100.13	\$ 102.13	\$ 104.17	\$ 106.25	\$ 108.38	\$ 110.55
2"	\$ 157.13	\$ 160.27	\$ 163.48	\$ 166.75	\$ 170.09	\$ 173.49	\$ 176.96
3"	\$ 442.11	\$ 450.95	\$ 459.97	\$ 469.17	\$ 478.55	\$ 488.12	\$ 497.88
4"	\$ 982.16	\$ 1,001.80	\$ 1,021.84	\$ 1,042.28	\$ 1,063.13	\$ 1,084.39	\$ 1,106.08
6"	\$ 1,166.01	\$ 1,189.33	\$ 1,213.12	\$ 1,237.38	\$ 1,262.13	\$ 1,287.37	\$ 1,313.12
8"	\$ 3,432.63	\$ 3,501.28	\$ 3,571.31	\$ 3,642.74	\$ 3,715.59	\$ 3,789.90	\$ 3,865.70
Additional Charges per Thousand Gallons Usages above 2,000 Gallons							
Next 28,000 Gal.	\$ 7.44	\$ 7.59	\$ 7.74	\$ 7.89	\$ 8.05	\$ 8.21	\$ 8.37
Next 70,000 Gal.	\$ 5.58	\$ 5.69	\$ 5.80	\$ 5.92	\$ 6.04	\$ 6.16	\$ 6.28
Next 300,000 Gal.	\$ 4.73	\$ 4.82	\$ 4.92	\$ 5.02	\$ 5.12	\$ 5.22	\$ 5.32
Next 2,600,000 Gal.	\$ 3.68	\$ 3.75	\$ 3.83	\$ 3.91	\$ 3.99	\$ 4.07	\$ 4.15
Next 7,000,000 Gal.	\$ 2.85	\$ 2.91	\$ 2.97	\$ 3.03	\$ 3.09	\$ 3.15	\$ 3.21
All Over 10,000,000 Gal.	\$ 2.50	\$ 2.55	\$ 2.60	\$ 2.65	\$ 2.70	\$ 2.75	\$ 2.81

H. Outside City Limits:

Meter Size	2018	2019	2020	2021	2022	2023	2024
5/8"	\$ 39.23	\$ 40.01	\$ 40.81	\$ 41.63	\$ 42.46	\$ 43.31	\$ 44.18
3/4"	\$ 59.30	\$ 60.49	\$ 61.70	\$ 62.93	\$ 64.19	\$ 65.47	\$ 66.78
1"	\$ 98.62	\$ 100.59	\$ 102.60	\$ 104.65	\$ 106.74	\$ 108.87	\$ 111.05
1 1/2"	\$ 196.38	\$ 200.31	\$ 204.32	\$ 208.41	\$ 212.58	\$ 216.83	\$ 221.17
2"	\$ 314.28	\$ 320.57	\$ 326.98	\$ 333.52	\$ 340.19	\$ 346.99	\$ 353.93
3"	\$ 884.23	\$ 901.91	\$ 919.95	\$ 938.35	\$ 957.12	\$ 976.26	\$ 995.79
4"	\$ 1,964.31	\$ 2,003.60	\$ 2,043.67	\$ 2,084.54	\$ 2,126.23	\$ 2,168.75	\$ 2,212.13
6"	\$ 2,332.02	\$ 2,378.66	\$ 2,426.23	\$ 2,474.75	\$ 2,524.25	\$ 2,574.74	\$ 2,626.23
8"	\$ 6,865.33	\$ 7,002.64	\$ 7,142.69	\$ 7,285.54	\$ 7,431.25	\$ 7,579.88	\$ 7,731.48
Additional Charges per Thousand Gallons Usages above 2,000 Gallons							
Next 28,000 Gal.	\$ 14.93	\$ 15.23	\$ 15.53	\$ 15.84	\$ 16.16	\$ 16.48	\$ 16.81
Next 70,000 Gal.	\$ 11.18	\$ 11.40	\$ 11.63	\$ 11.86	\$ 12.10	\$ 12.34	\$ 12.59
Next 300,000 Gal.	\$ 9.40	\$ 9.59	\$ 9.78	\$ 9.98	\$ 10.18	\$ 10.38	\$ 10.59
Next 2,600,000 Gal.	\$ 7.32	\$ 7.47	\$ 7.62	\$ 7.77	\$ 7.93	\$ 8.09	\$ 8.25
Next 7,000,000 Gal.	\$ 5.70	\$ 5.81	\$ 5.93	\$ 6.05	\$ 6.17	\$ 6.29	\$ 6.42
All Over 10,000,000 Gal.	\$ 5.00	\$ 5.10	\$ 5.20	\$ 5.30	\$ 5.41	\$ 5.52	\$ 5.63

I. Water Conservation Violations Municipal Code Section 62-203b:

Reconnect Fee:	1 st	2 nd	Additional Connections within one year
	\$ 75.00	\$ 150.00	\$300.00



Public Services Stormwater Utility

- A. There is established a Stormwater Utility, the purpose of which is to assist the City in its responsibility for the operation, construction, maintenance and repair of stormwater drainage system facilities to provide adequate systems of collections, conveyance, detention, treatment & release of stormwater and the reduction of potential hazards to property and life resulting from stormwater runoff.

Type	Monthly Stormwater Fee
Residential	\$ 3.00
Non – Residential	\$ 6.00

Public Services

Sewer Utility

- A. There is levied on each sewerage system user having any sewer connection with the sewerage system of the City or otherwise discharging sewage, industrial waste, or other liquids, either directly or indirectly into the City's sewerage system, a sewer service charge. Subject to the exceptions provided in this chapter, such charge shall be based upon the quantity of water used in or on the premises as the same is measured by a water or sewage meter or meters approved by the City. Additional charges for extra strength sewage, toxic pollutants, and sewage monitoring will be levied where applicable.
- B. The monthly charges for residential classification shall be based on the average monthly billing of water usage during the calendar months of January, February, and March billing cycles. The billing of April of each year shall first reflect the base usage so determined. Non-residential customers' charges shall be based on one hundred percent of monthly metered water usage. New residential sewer customers will be assessed a minimum of 4,000 gallons sewer average until a three month average over January, February, and March billing cycles can be established. Customers may request one recalculation of the sewer average based on the most prior consecutive three months usage prior to the request.
- C. Sewer Service Rate: The following rates are established for all customers for the use of the City's sewerage system:

Description	2021	2022	2023	2024	2025	2026
Base Charge (Includes first 2,000 Gal.)	\$ 22.85	\$25.53	\$28.54	\$31.89	\$32.61	\$33.34
Per Thousand Gallons (Over 2,000 Gal.)	\$ 4.27	\$4.77	\$5.33	\$5.96	\$6.09	\$6.23

Upon application to Neighborhood Services for a new sewer service tap, a fee of Two Hundred Dollars (\$200.00) shall be paid by the applicant for any such tap up to six (6) inches in diameter. All taps and connections made to the sewerage system shall be made by a licensed plumber under inspection of authorized city staff. The licensed plumber shall coordinate all work and materials with the authorized city staff prior to installation of the tap.

Description	Fee:
New Sewer Service Tap	\$ 200.00
Relocate Existing Sewer Tap & Service Line	\$ 110.00

- D. The City shall accept septic tank sewage at the wastewater treatment plant by licensed contractors with a valid permit for Cowley County. Each load (<1,500 gpm) shall be accompanied by a fifteen dollar (\$15.00) fee. At the wastewater treatment plant superintendent's direction, the following items may be required prior to accepting the load:
- a. A Manifest Form;
 - b. A pH Analysis
 - c. A sample obtained for seventy-two (72) hour holding period;
 - d. Physical characteristics of the sewage; and
 - e. Application for private disposal

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Public Services

Sanitation

- A. The following rates and charges for the collection and disposition of garbage and trash, as contained in a polycart issued by the City, from the public street or alley right-of-way (without the collector entering upon private property) are established and fixed as follows:

Rates & Standards for Residential Sanitation	Monthly Fee
Single Family:	\$ 18.44
Multiple Family (Per Unit):	\$ 18.44

- B. Trash carts are the property of the City and each cart should stay at the address it was delivered. The City is responsible for the maintenance and repair of the trash carts. However, the City will charge the owner or occupant a fee for any necessary repair or replacement due to the owner's or occupant's abuse, misuse or neglect of the cart. The replacement fee for each trash cart is \$50.00.
- C. Customers who require an additional polycart for the provision of services is an extra \$9.22 per month.

Rates & Standards for Commercial Sanitation Containers:

- A. The following monthly base rate shall apply to refuse collection and disposal of commercial type containers:

Collections Per Weeks						
Container size (cubic yards)	1	2	3	4	5	6
1.5	\$ 57.09	\$ 95.77	\$ 134.12	\$ 172.68	\$ 211.13	n/a
2	\$ 64.41	\$ 103.70	\$ 143.97	\$ 183.68	\$ 223.50	n/a
3	\$ 79.08	\$ 121.39	\$ 163.67	\$ 205.96	\$ 248.25	n/a
3.5	\$ 86.43	\$ 129.99	\$ 173.52	\$ 217.05	\$ 260.62	n/a
4	\$ 93.79	\$ 138.57	\$ 183.40	\$ 228.19	\$ 273.00	n/a
5	\$ 108.44	\$ 155.76	\$ 203.08	\$ 250.39	\$ 297.49	n/a
6	\$ 123.44	\$ 173.76	\$ 224.08	\$ 274.39	\$ 327.49	\$ 367.49
8	\$ 156.44	\$ 209.76	\$ 263.08	\$ 316.39	\$ 372.49	\$ 412.49

- B. In addition to the foregoing refuse rates, commercial customers are required to enter a rental program for refuse containers wherein the City, as owner, shall be responsible for their maintenance, repair and replacement, based upon the following monthly rental fee schedule:

Container Size (Cubic Yards)	1.5	2	3	3.5	4	5	6	8
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Fees	\$ 8.00	\$ 8.68	\$ 9.92	\$ 10.34	\$ 11.17	\$ 11.98	\$ 13.78	\$ 15.57
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C. Commercial and Business Establishments refuse rates using City issued polycarts:

Number of City issued Polycarts	Collections Per Week	
	1	2
1	\$ 25.29	\$ 49.25
2	\$ 31.50	\$ 61.65
3	\$ 37.75	\$ 74.05
4	\$ 43.97	\$ 86.45

D. Commercial refuse rates to service "dig-out" boxes, cages and other manually serviced refuse containers:

Monthly rates shall apply to commercial and business establishment refuse collection and disposal from boxes, cages and other manually serviced containers, other than standard City issued containers shall be established by the Public Services Superintendent, based on equivalent size and collections per week.

E. Any customer found by the Public Services Superintendent or his designee to be in violation of the Standards for Commercial Sanitation Containers, as listed above, shall be issued a written Notice of such violation. The Notice shall be personally delivered to the customer or shall be sent Certified Mail, postage prepaid, return receipt requested, and such Notice shall state:

- a. The condition which has caused the violation; and
- b. That the customer shall have ten (10) days from the receipt of the Notice to abate the violation or make plans satisfactory to the Public Services Superintendent for the abatement of such violation.
- c. If the customer should fail to make the repairs or respond within the time limitations provided, the City may proceed to make the necessary repairs or, if necessary, replace the container and the costs expended thereof shall be added to the bill of the customer for water and other municipal services and be collected as a combined bill for such municipal utility services.

F. Any commercial refuse customer utilizing a trash compactor or requiring special or unusual service, including but not limited to special collection hours, abnormal number of collections or refuse volume, abnormal or unusual refuse characteristics or special refuse containers, shall be charged a fee based upon cost of collection and disposal and any administrative or other costs attributable thereto.

G. Any non-household refuse or other item unsuitable for collection by regular refuse service or special flatbed service may be collected by the Sanitation Division upon the customer making a request therefore in the Finance office and paying in advance or having it placed on the bill. The special fees will start out at a minimum of Twenty-five Dollars (\$25.00) and it will go higher with having more refuse as determined by the Sanitation Supervisor, or Sanitation employee

H. Portable 3-yard dumpster rentals are available for residential customers upon signing a rental agreement and paying the fees in advance in the Finance Office. The setting fee is \$45.00. Every time the dumpster is dumped and returned, there is an additional \$45.00 fee. The dumpster will be placed for 3 days. After the 3 days, every day that the resident has the rental dumpster, \$5.00 will be added to the bill.



City Commission Agenda Item

Meeting Date: July 19, 2022
From: Nick Rizzio, Municipal Project Manager
Item: Street Resurfacing Project Cost Share Program

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into a cost share program with the secretary of Transportation, Kansas Department of Transportation (KDOT) for the street resurfacing project grant for the N. Summit Mill and Overlay #21-PF-002. **(Voice Vote)**

Background:

The City in October 2020 applied for a Community Development Block Grant (CDBG) to help to finance a mill and overlay of North Summit Street from Kansas Avenue to Radio Lane. The asphalt is at least 20-year-old and is cracked and in poor repair in many places.

The total estimated project cost is \$910,000.00. The CDBG grant will be for \$455,000.00 with the remaining match portion to be paid by the City. The City has been awarded \$277,500.00 from Cost Share funding KDOT.

Commission Options:

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

Fiscal Impact:

Amount: Total Project Cost \$910,000.00; CDBG \$455,000.00; Cost Share \$227,500.00

Fund: Department: Expense Code:

☒ Included in budget ☒ Grant ☐ Bonds ☐ Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2022-07

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO A COST SHARE PROGRAM WITH THE SECRETARY OF TRANSPORTATION, KANSAS DEPARTMENT OF TRANSPORTATION (KDOT) FOR THE STREET RESURFACING PROJECT GRANT FOR THE N. SUMMIT MILL AND OVERLAY #21-PF-002.

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 a cost share program with the secretary of Transportation, Kansas Department of Transportation (KDOT) for the street resurfacing project grant for the N. Summit Mill and Overlay #21-PF-002.

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 19th day of July, 2022.

(Seal)

Kanyon Gingher, 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. 2021-07-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on July 19, 2022, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

PROJECT NO. 18 U-2439-01
COST SHARE PROGRAM
STREET RESURFACING PROJECT
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.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. §§ 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a street resurfacing project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such 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.

ARTICLE 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”** 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 Avenue, Arkansas City, KS 67005.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, 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 that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **North Summit Street Resurfacing, including 2-inch mill and overlay with base repairs, new concrete entrances, new sidewalks, twenty-five (25) new ADA compliant intersection ramps, and pavement marking on North Summit Street from Kansas Avenue to Radio Lane in Arkansas City, Kansas**, as shown on **Exhibit A**.
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 the Secretary’s 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
Secretary	32% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$227,500.00.
LPA	68% of Total Actual Costs of Construction until Secretary's funding limit is reached; 100% of Total Actual Costs of Construction after Secretary's funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments; 100% Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to 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 and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE IV

LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.
2. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The LPA shall be responsible to make, or contract to have made, Design Plans for the Project.
4. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
5. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.
6. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 5. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, 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.*
7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 5 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 IV, paragraph 5 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.”

8. **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.

9. **Performance Bond**. The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

10. **Plan Retention**. The LPA will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five

(5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

11. **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.

12. **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.

13. **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.

14. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** The LPA will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The LPA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Highway Use Permit. If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA will submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) Relocation Assistance. The LPA will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

15. **Removal of Encroachments**. The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

16. **Future Encroachments**. Except as provided by state, local, and federal laws, the LPA agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

17. **Utilities**. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

18. **Hazardous Waste.** The LPA agrees to the following regarding Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred

from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

19. **Inspections**. The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The LPA will require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering 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 shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work**. Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the

duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

21. **Traffic Control.** The LPA agrees to the following regarding traffic control for the Project:

(a) **Temporary Traffic Control.** The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The LPA will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

22. **Access Control.** The LPA will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

23. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and 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.

24. **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 Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

25. **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.

26. **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 the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

SPECIAL COST SHARING PROGRAM REQUIREMENTS:

1. **Letting Deadline.** The LPA shall Let the Project no later than six (6) months after January 2022. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after January 2022, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the LPA will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project will require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI

GENERAL PROVISIONS:

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.
4. **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.
5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project will also comply with all applicable state and federal laws and regulations.
6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into and made a part of this Agreement.

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

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **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.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees,

relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:

Kansas Department of Transportation
Attn: Michelle Needham
Division of Fiscal & Asset Management
700 SW Harrison Street, 2nd Floor West
Topeka, KS 66603-3754

The LPA:

City of Arkansas City
Attn: Andrew Lawson
118 W. Central Avenue
Arkansas City, KS 67005

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement 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.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **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.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

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

ATTEST:

THE CITY OF ARKANSAS CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Agreement No.
Project No. 18 U-2439-01
Division of Fiscal and Asset Management

Kansas Department of Transportation
Secretary of Transportation

By: _____
Calvin E. Reed (Date)
Senior Director

Form Approved
By _____
Legal Dept. KDOT

Index of Attachments

Exhibit A
Special Attachment No. 1 – Civil Rights Act of 1964
Contractual Provisions Attachment (Form DA-146a)

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, it’s 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. 100-259), (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 OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
 Year-To-Date June 30, 2022

Fund	Cash Summary					Budget Summary			
	1/1/2022 Beginning Cash Balance	Prior Year Encumbrances/ Adujusting Entries	Receipts	Disbursements	06/30/2022 Ending Cash Balance	Budget	Encumbrances	Budget Variance	
								Favorable (Unfavorable)	% Remaining (50%)
01 - GENERAL FUND	\$ 2,379,778.27	\$ 381,824.09	\$ 6,636,198.22	\$ 4,853,424.99	\$ 3,780,727.41	\$ 11,711,410	\$ 68,181.91	\$ 6,789,803	58%
15 - STORMWATER FUND	\$ 379,687.66	\$ -	\$ 104,964.76	\$ 116,649.34	\$ 368,003.08	\$ 342,577	\$ -	\$ 225,928	66%
16 - WATER FUND	\$ 3,575,885.72	\$ 449,230.86	\$ 2,720,675.79	\$ 2,799,073.92	\$ 3,048,256.73	\$ 4,221,530	\$ 395,340.57	\$ 1,027,116	24%
18 - SEWER FUND	\$ 4,775,741.79	\$ 898,119.73	\$ 3,472,334.75	\$ 2,567,926.87	\$ 4,782,029.94	\$ 15,112,810	\$ 584,305.56	\$ 11,960,578	79%
19 - SANITATION FUND	\$ 1,501,256.38	\$ -	\$ 846,659.26	\$ 717,958.56	\$ 1,629,957.08	\$ 1,620,877	\$ 98,953.00	\$ 803,965	50%
20 - SPECIAL RECREATION FUND	\$ 35,912.64	\$ -	\$ 7,070.78	\$ 3,500.00	\$ 39,483.42	\$ 42,214	\$ -	\$ 38,714	92%
21 - SPECIAL STREET FUND	\$ 905,451.09	\$ 119,613.02	\$ 459,216.36	\$ 346,304.50	\$ 898,749.93	\$ 1,991,000	\$ 27,806.00	\$ 1,616,890	81%
23 - TOURISM/CONVENTION FUND	\$ 36,407.70	\$ -	\$ 75,046.80	\$ 68,241.28	\$ 43,213.22	\$ 154,135	\$ -	\$ 85,894	56%
26 - SPECIAL ALCOHOL FUND	\$ 96,955.92	\$ -	\$ 7,895.78	\$ 11,073.24	\$ 93,778.46	\$ 111,282	\$ -	\$ 100,209	90%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 355,257.64	\$ 355,257.64	\$ -	\$ 401,700	\$ -	\$ 46,442	12%
29 - SPECIAL LAW ENF TRUST FUND	\$ 3,540.14	\$ -	\$ -	\$ -	\$ 3,540.14	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 8,786.30	\$ -	\$ -	\$ 1,075.40	\$ 7,710.90	\$ 4,486	\$ -	\$ 3,411	76%
43 - BOND & INTEREST FUND	\$ 113,107.52	\$ -	\$ 6,468,770.09	\$ 5,491,425.00	\$ 1,090,452.61	\$ 2,166,025	\$ -	\$ (3,325,400)	-154%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,036,808.56	\$ 1,036,808.56	\$ -	\$ 1,939,000	\$ -	\$ 902,191	47%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 211,885.12	\$ -	\$ 138,131.01	\$ 231,000.00	\$ 119,016.13	\$ 336,520	\$ -	\$ 105,520	31%
53 - MUNICIPAL COURT FUND	\$ 13,979.42	\$ -	\$ 14,793.58	\$ -	\$ 28,773.00	Not a Budgeted Fund			
54 - EQUIPMENT RESERVE FUND	\$ 200,946.02	\$ -	\$ -	\$ 16,200.00	\$ 184,746.02	Not a Budgeted Fund			
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 29,710.11	\$ 23,352.54	\$ 6,357.57	\$ 65,000	\$ -	\$ 41,647	64%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,825,474.55	\$ -	\$ 4,457,289.62	\$ 2,209,056.94	\$ 4,073,707.23	Not a Budgeted Fund			
TOTALS	\$ 16,064,796.24	\$ 1,848,787.70	\$ 26,830,823.11	\$ 20,848,328.78	\$ 20,198,502.87	\$ 40,220,566.00			

INDEBTEDNESS:

GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 19,410,000
2013 PUMPER FIRE TRUCK LEASE	\$ 65,520
2019 FERRARA PUMPER TRUCK LEASE	\$ 420,677
2019 PBC	\$ 16,855,000
2021 RAVO STREET SWEEPER	\$ 127,500
GO 2022 TAXABLE STROTHER FIELD	\$ 4,470,000
TOTAL	\$ 41,348,697

Note: Information is Unaudited