



# City Commission Meeting

December 20, 2022 at 5:30 p.m.  
118 W Central Ave, Arkansas City, KS

Please join our meeting <https://global.gotomeeting.com/join/578066725>  
Or dial in using your phone: United States: +1 (872) 240-3412 Access Code: 578 066 725

## 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

## III. Recognition of Visitors/Staff

1. Introduce and swear in new Police Officer Patrick Shook

## 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 VI: New Business.

1. Approve the December 2, 2022 Special and December 6, 2022 regular meeting minutes as written.
2. Ratify Mayor Canyon Gingher's re-appointment of:
  - Robin Henderson and Candace Hendricks to the Beautification and Tree Advisory Board
  - James Fry and Tammy Lanman-Henderson to the Equal Opportunity & Accessibility Advisory Board
  - Dan Jurkovich and Jay Warren to the South Central Kansas Medical Center Board of Trustees
  - Shawn Silliman and Sadie Spurlock to the Visit Ark City Board of Trustees
3. Approve renewal Cereal Malt Beverage (CMB) licenses for 2023.

## V. Old Business

1. Hold a public hearing regarding the proposed 2022 amended budget. (**Voice Vote**)
  - a. Consider first reading of an Ordinance amending specified funds in the budget for the City of Arkansas City for the year beginning January 1, 2022. (**Roll Call Vote**)
2. A Resolution authorizing the City of Arkansas City to renew the contract agreement with Retail Attractions, LLC for Economic Development Consulting Services, for an amount not to exceed \$48,000. (**Voice Vote**)

## **VI. New Business**

### City Manager Department

1. Discuss Agri-Business building use charges.
2. Discuss request from SCK Health for city services.
3. City Manager Frazer reminders and updates.

## **VII. Items for Discussion by City Commissioners**

## **VIII. Comments from the Audience for Items not on the Agenda**

*The public will be allowed to speak on issues or items that are not scheduled for discussion on the agenda. Individuals should address all comments and questions to the Commission. Comments should be limited to issues and items relevant to the business of the Governing Body. The Commission will not discuss or debate these items, nor will the Commission make decisions on items presented during this time. Each person will be limited to three (3) minutes.*

## **IX. Executive Session**

1. Recess into executive session to discuss a potential real estate development site, pursuant to K.S.A. 75-4319(b)(6) preliminary discussion of the acquisition of real property exception.

## **X. For Information Only**

1. 2023 Holiday Calendar
2. 2023 Commission Meeting Calendar

## **XI. Financial Summary**

1. November 2022 Financial Summary

## **XII. Adjournment**



# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Eric Burr, Chief of Police  
**Item:** Swearing in of New Police Officer Patrick Shook

**Purpose:** Introduce and swear in new Police Officer Patrick Shook

**Background:**

Police Officer Patrick Shook started employment as a police officer with the Arkansas City Police Department on December 12, 2022. Officer Shook was previously employed as a corrections officer with the Cowley County Sheriff’s Department.

Officer Shook will be attending the Kansas Law Enforcement Training Center in the coming months.

**Fiscal Impact:**

Amount: None

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** Approve the December 2, 2022 Special and December 6, 2022 Regular Meeting Minutes

**Purpose:** Approve the December 2, 2022 Special and December 6, 2022 regular meeting minutes as written.

**Background:**

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

**Commission Options:**

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

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager



City of Arkansas City  
Tuesday, December 02, 2022  
Special Meeting Minutes

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 Kanyon Gingher

**ABSENT**

None

**Business**

1. Executive Session. *Motion made by Mayor Gingher, Seconded by Commissioner Jennings to recess into executive session to discuss staff pursuant to the 75-4319(b)(1) personnel matters of nonelected personnel exception for 10 minutes.*

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

The Governing Body returned to the public meeting.

*Motion made by Mayor Gingher, Seconded by Commissioner Jennings to extend the executive session for an additional 5 minutes.*

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

The Governing Body returned to the public meeting.

*Motion made by Mayor Gingher, Seconded by Commissioner Jennings to extend the executive session for an additional 15 minutes.*

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

The Governing Body returned to the public meeting.

**Adjournment**

*Motion made by Commissioner Rogers, Seconded by Commissioner Spielman 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**

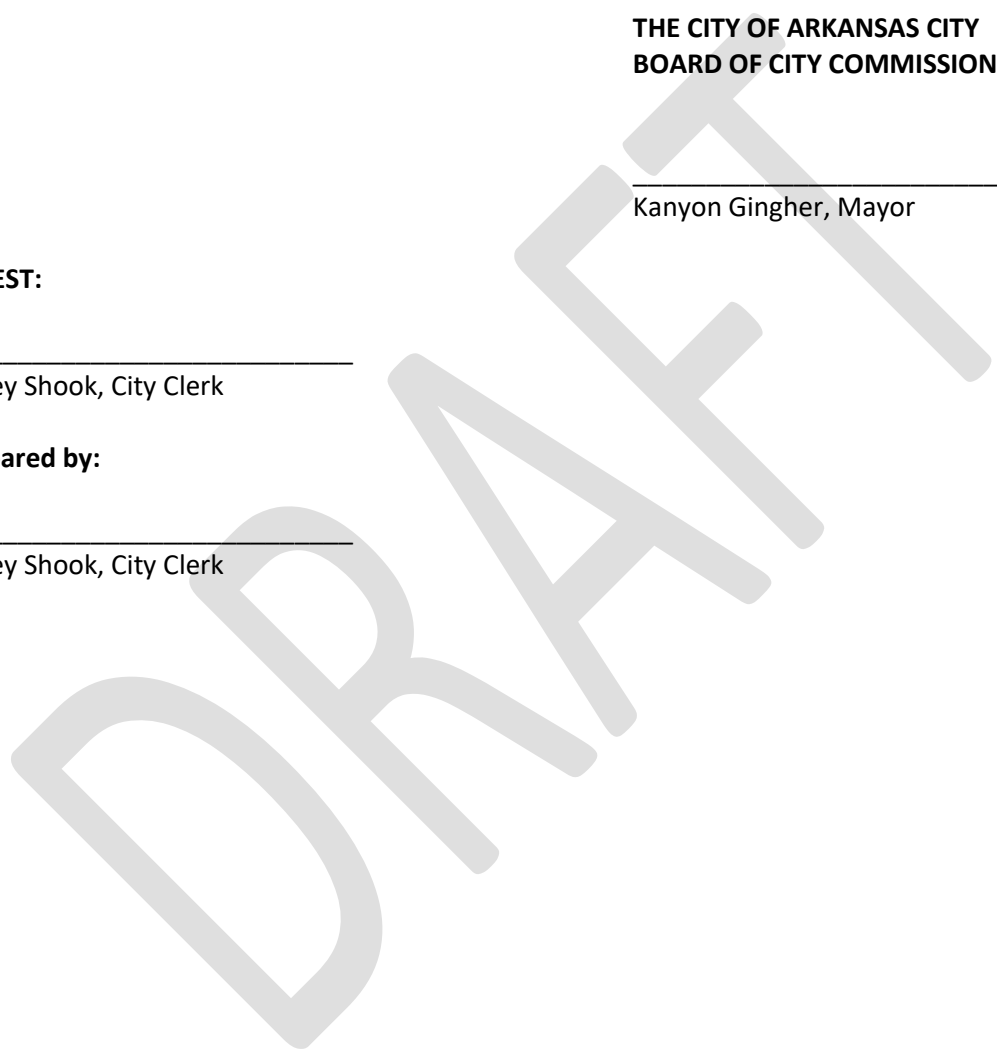
\_\_\_\_\_  
Kanyon Gingher, Mayor

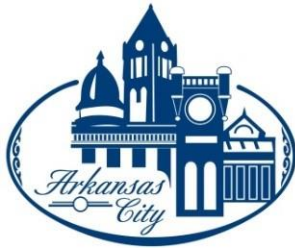
**ATTEST:**

\_\_\_\_\_  
Lesley Shook, City Clerk

**Prepared by:**

\_\_\_\_\_  
Lesley Shook, City Clerk





City of Arkansas City  
Tuesday, December 06, 2022  
Regular Meeting Minutes  
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 Kanyon Gingher

**ABSENT**

None

Also present: City Manager Randy Frazer, City Attorney Larry Schwartz, Police Chief Eric Burr, Finance Director/Treasurer Jennifer Waggoner, City Clerk Lesley Shook, Deputy City Clerk Tiffany Parsons, Communications Director Shana Adkisson.

- 2. The Opening Prayer was led by a citizen in attendance at the meeting and the Pledge of Allegiance was led by Mayor Kanyon Gingher.
- 3. There were no additions or deletions to the agenda.
- 4. Approval of the Agenda

*Motion made by Commissioner Spielman, Seconded by Commissioner Rogers to approve the agenda as presented.*

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

**Staff Recognitions**

- 1. Arkansas City Police Department's Jeremy Sampson was recognized for being promoted to the rank of Sergeant and Michael Yzquierdo was recognized for being promoted to the rank of Master Police Officer.

**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 VI: New Business.*

*Motion made by Commissioner Rogers, Seconded by Commissioner Jennings to approve the consent agenda with the correction to the minutes that Commissioner Rogers was present at the last meeting.*

- 1. Approve the November 15, 2022, regular meeting minutes as written.  
Minutes Rogers was at last meeting. amend.

- 2. Ratify Mayor Kanyon Gingher’s appointment of Spencer Warren to the Building Trades
- 3. Resolution No. 2022-12-3511 authorizing a public meeting of the Governing Body to attend a Land Bank Board of Trustees meeting at 5:00 p.m. Tuesday, December 20, 2022 in the Commission Room at City Hall, located at 118 W. Central Avenue in Arkansas City.
- 4. Resolution No. 2022-12-3512 authorizing the City to execute a GAAP waiver for the 2023 fiscal year.

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

**Old Business**

- 1. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to execute a renewed professional services agreement with Larry R. Schwartz as City Attorney. City Manager Frazer noted the only change to the contract is the monthly rate.

*Motion made by Commissioner Warren, Seconded by Commissioner Rogers to authorize the execution of a renewed professional services agreement with Larry R. Schwartz as City Attorney for an amount of \$3,635.00 monthly.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3513.***

**New Business**

**City Manager Department**

- 1. City Clerk Shook presented for consideration a Resolution approving the notice of budget hearing for publication and setting the date for a public hearing at 5:30 p.m. on December 20, 2022 to amend the 2022 budget for the City of Arkansas City. Finance Director/Treasurer Waggoner stated this was a routine items to amend 8 funds that could go over budget.

*Motion made by Commissioner Warren, Seconded by Commissioner Jennings to approve the notice of budget hearing for publication and setting the date for a public hearing at 5:30 p.m. on December 20, 2022 to amend the 2022 budget for the City of Arkansas City.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3514.***

- 2. City Clerk Shook presented for consideration a Resolution adopting by reference the City’s 2022/2023 Comprehensive Fee Schedule and repealing Resolution No. 2022-07-3489. City Manager Frazer stated the only change was the addition of a 16 yard dump trailer.

*Motion made by Commissioner Rogers, Seconded by Commissioner Warren to adopt by reference the City’s 2022/2023 Comprehensive Fee Schedule and repealing Resolution No. 2022-07-3489.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3515.***

- 3. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to extend the Interlocal Cooperation Agreement for the Provision of Countywide Economic Development Services for an additional one-year period and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee.



*Motion made by Commissioner Warren, Seconded by Commissioner Rogers to extend the Cooperation Agreement for the Provision of Countywide Economic Development Services for an additional one-year period and amend to include the County Administrator as a member of the Coordinating Council and Economic Development Advisory Committee.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3516.***

- 4. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to renew the contract agreement with Retail Attractions, LLC for Economic Development Consulting Services, for an amount not to exceed \$48,000. City Manager Frazer noted that the new Dollar General is in the process of being built and there is a possible housing development and grocery store in the works. Commissioner Jennings stated he would like more regular personal updates at the commission meetings, possibly quarterly.

*Motion made by Commissioner Spielman, Seconded by Commissioner Warren to table this item until the next meeting.*

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

- 5. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to accept a bid submitted by Vogts-Parga, to reconstruct the alley from 5<sup>th</sup> Ave to Adams Ave, for an amount not to exceed \$399,207.15.

*Motion made by Mayor Gingher, Seconded by Commissioner Rogers to accept a bid submitted by Vogts-Parga, to reconstruct the alley from 5<sup>th</sup> Ave to Adams Ave, for an amount not to exceed \$399,207.15.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3517.***

- 6. City Manager Frazer reminders and updates.
  - Wastewater treatment plant update, over the next 4 weeks digester will get demo' d and updated. There will be a couple of change orders but the project is still under budget.
  - KDOT public meeting on the pavement replace project is December 13th 4:30 p.m.
  - City offices will be closed December 23<sup>rd</sup> and 26<sup>th</sup> for the Christmas holiday.

**Environmental Services Department**

- 1. City Clerk Shook presented for consideration a Resolution approving a contract with Professional Engineering Consultants (PEC), Wichita, KS, for permitting, design, bidding assistance and construction administration for Well 16, for an amount not to exceed \$64,500.00.

*Motion made by Commissioner Spielman, Seconded by Commissioner Warren to approve a contract with Professional Engineering Consultants (PEC), Wichita, KS, for permitting, design, bidding assistance and construction administration for Well 16, for an amount not to exceed \$64,500.00.*

*Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3518.***

- 2. City Clerk Shook presented for consideration a Resolution authorizing the City of Arkansas City to accept a proposal submitted by Layne Christensen Company, Kansas City, KS, to drill an offset to Well 4, for an amount not to exceed \$221,055.00.

Motion made by Commissioner Warren, Seconded by Commissioner Rogers to accept a proposal by Layne Christensen Company, Kansas City, KS, to drill an offset to Well 4, for an amount not to exceed \$221,055.00.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3519.**

**Police Department**

- 1. City Clerk Shook presented for consideration a Resolution accepting a quote and entering into a contract with Axon Enterprises, Inc. for department-wide Taser 7 platform to replace current, end of life Tasers X26P, for an amount not to exceed \$94,510.80.

Motion made by Commissioner Warren, Seconded by Commissioner Spielman to accept a quote and enter into a contract with Axon Enterprises, Inc. for department-wide Taser 7 platform to replace current, end of life Tasers X26P, for an amount not to exceed \$94,510.80.

Voting Yea: Commissioner Jennings, Commissioner Rogers, Commissioner Spielman, Commissioner Warren, Mayor Gingher. Mayor Gingher declared the motion approved and given **Resolution No. 2022-12-3520.**

**Items for Discussion by City Commissioners**

Commissioner Spielman asked if there was a city ordinance against Jake braking. Police Chief Burr stated jakes breaks would fall under the category of disturbing the peace. The location in question is the south summit bridge, but that area is in the county and under the county and KDOT jurisdiction.

Commissioner Warren asked about golf carts on the city streets. Police Chief Burr stated it is still a work in progress.

Commissioner Jennings thanked the City Manager for the modifications done to the commissioners desk area.

**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:** December 20, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** City Board Re-Appointments

**Purpose:** Ratify Mayor Kanyon Gingher’s re-appointment of:

- Robin Henderson and Candace Hendricks to the Beautification and Tree Advisory Board
- James Fry and Tammy Lanman-Henderson to the Equal Opportunity & Accessibility Advisory Board
- Dan Jurkovich and Jay Warren to the South Central Kansas Medical Center Board of Trustees, Shawn Silliman and Sadie Spurlock to the Visit Ark City Board of Trustees

**Background:**

All above are requesting reappointment to their respective boards.

**Commission Options:**

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

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager



# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** 2023 Cereal Malt Beverage Renewals

**Purpose:** Approve renewal Cereal Malt Beverage (CMB) licenses for 2023.

**Background:**

The attached businesses have requested the City approve their Cereal Malt Beverage license application for 2023. All procedures have been followed as outlined in Municipal Code Part II, Chapter 6, Article III, Sec. 6-108. No deficiencies noted.

**Commission Options:**

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

**Fiscal Impact:**

Amount: None

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager

**CEREAL MALT BEVERAGE LICENSE APPLICATIONS FOR 2023**

***RENEWALS OF CONSUMPTION ON PREMISES:***

<b>Business Name</b>	<b>Address</b>	<b>Owner or * Manager</b>
Billy Sims Barbecue	2113 N. Summit	*Amanda Graves
Hillcrest Lanes, LLC	2400 N. Summit	Richard Doffing
Spring Hill Golf Course	3202 N. Summit	*Monty Potter
Pizza Hut	422 N. Summit	*Jeff Hettenbach
Terry's Place	121 S. Summit Street	Terry Cassiday

***RENEWALS OF PACKAGE SALES ONLY:***

<b>Business Name</b>	<b>Address</b>	<b>Owner or * Manager</b>
APCO East	804 E. Madison	Kevin Swick
Casey's General Store #1789	1425 N. Summit	*Tiago Coelho
Casey's General Store #1530	601 S. Summit	*Tiago Coelho
Casey's General Store #3435	3413 N. Summit	*Tiago Coelho
Dillon Store #38	425 N. Summit	*Timothy Finney
Love's Country Store #97	1712 N. Summit	*Kristye Davis
Phil-Stop 2	801 E. Madison	*Rebecca Eastman
Walmart #978	2701 N. Summit	*Logan Wiley
Family Dollar #21984	1313 N. Summit	*Margaret Jones

All applications have been reviewed by the proper authorities and are approved for licensing.

**2022 CMB LICENSES NOT RENEWING FOR 2023**

<b>Business Name</b>	<b>Address</b>
Burger Junkie	611 W. Madison



# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Jennifer Waggoner, Finance Director/Treasurer  
**Item:** Amend the 2022 Budget

**Purpose:** Hold a public hearing regarding the proposed 2022 amended budget. **(Voice Vote)**  
 a. Consider first reading of an Ordinance amending specified funds in the budget for the City of Arkansas City for the year beginning January 1, 2022. **(Roll Call Vote)**

**Background:**

Kansas State Statutes allow the governing body to increase the originally adopted budget for previously unbudgeted increases in revenue other than ad valorem property taxes. To do this, the governing body must set a public hearing, and publish the notice in the City's official newspaper. The Notice of Hearing for Amending the 2022 Budget must be published at least 10 days before a formal budget hearing is held to hear the public comments on the proposed changes before its adoption. This notice was published on December 10, 2022.

**Water Fund:** The water fund experienced unprecedented inflation on chemicals, fuel and repair accessories. Several unbudgeted expenditures including a field survey on East Kansas Avenue, a Water Master Plan, motor rebuilds on RO motors and equipment repairs also contributed to the need for a budget amendment.

**Sanitation Fund:** The Sanitation Fund is being amended to accommodate a mid-year salary adjustment approved by the commission, as well as increasing fuel costs.

**Library Fund:** The Library is budgeted to receive 6 mills per charter ordinance. This amendment increases the budget authority should the last distribution of motor vehicle tax come in stronger than expected.

**Municipalities Fight Addiction Fund:** This is a newly created fund, required by the State of Kansas to accommodate distributions made on behalf of the Kansas Fights Addiction Act (KFAA). The amendment is necessary in order to expend these funds, if desired, in a manner consistent with the approved purposes.

**Debt Service:** This amendment is necessary to accommodate the issuance of Taxable General Obligation Bonds, Series 2022, on behalf of Strother Field.

**Healthcare Sales Tax Fund (HST):** This fund accounts for 95% of the Healthcare Sales Tax receipts, as well as 30% of total Compensating Use Tax. Sales tax and Compensating Use Tax came in stronger than anticipated. This amendment gives us budget authority to remit the funds to the Trustee.

**Unpledged Healthcare Sales Tax Fund (UHST):** This fund accumulates the other 5% Healthcare Sales Tax receipts, as well as 20% of total Compensating Use Tax. These funds are available for use following the guidelines set in the 2018 Sales Tax Question. This amendment gives us budget authority to distribute the remaining funds, if requested.

**CID Sales Tax Fund:** This fund receives 100% of the 1% special Community Improvement District Sales Tax levied within Summit Plaza. The money is in turn paid to the developer (Diversified Acquisitions) until the earlier of:

1. 22 years from its commencement date of July 1, 2015 (or)

- 2. The date on which reimbursement of pay-as-you-go costs of the Project not to exceed \$7 from the CID Sales Tax and NRD revenue has been paid.

As of 11/29/2022, a total of \$360,520.77 has been paid to Diversified Acquisitions. This amendment gives us budget authority to remit the funds to Diversified Acquisitions should the last distribution come in stronger than expected.

**Commission Options:**

- 1. Adopt the ordinance approving the 2022 Amended Budget as presented.
- 2. Adopt the Ordinance approving the 2022 Amended Budget at lower amounts than presented.

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**




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Randy Frazer, City Manager

**ORDINANCE NO. 2022-12-**

**APPROVING, ADOPTING, AND APPROPRIATING BY FUND THE BUDGET FOR THE CITY OF ARKANSAS CITY FOR THE YEAR BEGINNING JANUARY 1, 2022.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY:**

**SECTION ONE:** The proposed budget and financial statement as shown on the Standard State Budget Forms and subsequent to Notice of Hearing and Public Hearing is approved, adopted and appropriated by fund as the maximum amount to be expended for the budget year starting January 1, 2022; and

**SECTION TWO:** The governing body certifies that the amounts to be raised by Ad Valorem Property Tax Levies are within statutory or duly adopted Charter Ordinance Limitations.

Funds	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Water Fund 16	\$4,221,530	\$4,921,530
Sanitation Fund 19	\$1,620,877	\$1,820,877
Library Fund 27	\$401,700	\$461,700
Municipalities Fight Addiction 32	\$0	\$5,000
Debt Service	\$2,166,025	\$6,621,025
Healthcare Sales Tax Fund 44	\$1,939,000	\$2,139,000
Unpledged Healthcare Sales Tax	\$336,520	\$538,085
CID Sales Tax	\$65,000	\$71,000
Total All Funds	\$10,750,652	\$16,578,217

**SECTION THREE:** The City Clerk shall cause this Ordinance to be published one time in the official City newspaper, and said Ordinance shall be in effect upon publication.

**PASSED AND ORDAINED** by the Governing Body of the City of Arkansas City, Kansas, this 20th day of December, 2022.

\_\_\_\_\_  
Kanyon Gingher, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Shook, City Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Ordinance No. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the Governing Body on December 20, 2022.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lesley Shook, City Clerk



2022

**Amended  
Certificate  
For Calendar Year 2022**

To the Clerk of Cowley County, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**City of Arkansas City**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		Page No.	2022 Amended Budget		
			Amount of 2021 Tax that was Levied	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Table of Contents:					
<b>Fund</b>	<b><u>K.S.A.</u></b>				
Water		2		4,221,530	4,921,530
Sanitation		3		1,620,877	1,820,877
Library	12-1220	4	365,036	401,700	461,700
Municipalities Fight Addiction		5		0	5,000
Debt Service	10-113	6	548,523	2,166,025	6,621,025
Healthcare Sales Tax		7		1,939,000	2,139,000
Unpledged Healthcare Sales Tax		8		336,520	538,085
CID Sales Tax		9		65,000	71,000
Totals		xxxxxxxx	913,559	10,750,652	16,578,217
Summary of Amendments		10			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:

\_\_\_\_\_

Address:

\_\_\_\_\_

Email:

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_ Governing Body

CPA Summary

City of Arkansas City

2022

Adopted Budget

Water	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,679,969	3,010,973
Receipts:		
Water Receipts	4,500,000	4,900,000
Connection Fees	70,000	70,000
Penalties	25,000	32,000
Reimbursed Expense	0	5,500
Interest on Idle Funds	3,500	14,000
Fleet Management Equity	43,400	13,400
Miscellaneous	30,000	37,000
<b>Total Receipts</b>	<b>4,671,900</b>	<b>5,071,900</b>
<b>Resources Available:</b>	<b>7,351,869</b>	<b>8,082,873</b>
Expenditures:		
Personnel Services	806,280	851,280
Contractual Services	697,700	841,700
Commodities	684,200	1,195,200
Capital Outlay	82,500	82,500
Operating Transfers:		
Transfer to General Fund	400,000	400,000
Transfer to Debt Service Fund	1,490,250	1,490,250
Debt Service Principal	0	0
Debt Service Interest	0	0
Agency Fees	27,000	27,000
Fleet Management Lease	33,600	33,600
Capital Improvements	0	
<b>Total Expenditures</b>	<b>4,221,530</b>	<b>4,921,530</b>
Unencumbered Cash Balance December 31	3,130,339	3,161,343

CPA Summary
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City of Arkansas City

2022

Adopted Budget

Sanitation	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	1,104,604	1,439,710
Receipts:		
Sanitation Fees	1,500,000	1,500,000
Service Fees	5,000	45,000
Penalties	14,000	14,000
Sale of Assets	0	1,000
Interest on Idle Funds	1,500	6,000
Miscellaneous	0	0
<b>Total Receipts</b>	<b>1,520,500</b>	<b>1,566,000</b>
<b>Resources Available:</b>	<b>2,625,104</b>	<b>3,005,710</b>
Expenditures:		
Personnel Services	649,052	799,052
Contractual Services	443,275	458,275
Commodities	185,550	215,550
Capital Outlay	143,000	148,000
Operating Transfers:		
Transfer to General Fund	200,000	200,000
Capital Improvements	0	0
<b>Total Expenditures</b>	<b>1,620,877</b>	<b>1,820,877</b>
Unencumbered Cash Balance December 31	1,004,227	1,184,833

CPA Summary
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City of Arkansas City

2022

Adopted Budget

Municipalities Fight Addiction	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Miscellaneous Revenue	0	5,000
<b>Total Receipts</b>	<b>0</b>	<b>5,000</b>
<b>Resources Available:</b>	<b>0</b>	<b>5,000</b>
Expenditures:		
Commodities	0	5,000
<b>Total Expenditures</b>	<b>0</b>	<b>5,000</b>
Unencumbered Cash Balance December 31	0	0

CPA Summary
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City of Arkansas City

2022

Adopted Budget

Debt Service	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	88,271	113,108
Receipts:		
Ad Valorem Tax	529,974	529,974
Delinquent Tax	35,000	35,000
Motor Vehicle Tax	46,048	46,048
Recreational Vehicle Tax	408	408
16/20M Vehicle Tax	424	424
Commercial Vehicle Tax	650	650
Watercraft Tax	0	0
Sale of Bonds	0	4,455,000
Bond Premium	0	0
Transfer from Water Fund	1,490,250	1,490,250
Interest on Idle Funds	0	0
Neighborhood Revitilation Rebate	-25,000	-25,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>2,077,754</b>	<b>6,532,754</b>
<b>Resources Available:</b>	<b>2,166,025</b>	<b>6,645,862</b>
Expenditures:		
Debt Service Principal	1,595,000	1,595,000
Debt Service Interest	470,925	470,925
Cost of Issuance	0	0
Agency Fees	100	100
Emergency Reserve	100,000	100,000
Transfers:		
Transfer to Capital Improvement Fund	0	4,455,000
<b>Total Expenditures</b>	<b>2,166,025</b>	<b>6,621,025</b>
Unencumbered Cash Balance December 31	0	24,837

CPA Summary
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City of Arkansas City

2022

Adopted Budget

Healthcare Sales Tax	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
Healthcare Sales Tax (95%)	1,750,000	1,900,000
Compensating Use Tax	189,000	239,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>1,939,000</b>	<b>2,139,000</b>
<b>Resources Available:</b>	<b>1,939,000</b>	<b>2,139,000</b>
Expenditures:		
Appropriations to Trustee	1,939,000	2,139,000
<b>Total Expenditures</b>	<b>1,939,000</b>	<b>2,139,000</b>
Unencumbered Cash Balance December 31	0	0

CPA Summary
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2022

**Notice of Budget Hearing for Amending the  
2022 Budget**

The governing body of  
**City of Arkansas City**

will meet on the day of December 20, 2022 at 5:30pm at City Hall Commission Chambers for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall  
and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water			4,221,530	4,921,530
Sanitation			1,620,877	1,820,877
Library	5.983	365,036	401,700	461,700
Municipalities Fight Addiction			0	5,000
Debt Service	8.989	548,523	2,166,025	6,621,025
Healthcare Sales Tax			1,939,000	2,139,000
Unpledged Healthcare Sales Tax			336,520	538,085
CID Sales Tax			65,000	71,000

\_\_\_\_\_  
Jennifer Waggoner  
Official Title: Finance Director/Treasurer



# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Economic Development Consulting Services Renewal

**Purpose:** A Resolution authorizing the City of Arkansas City to renew the contract agreement with Retail Attractions, LLC for Economic Development Consulting Services, for an amount not to exceed \$48,000. **(Voice Vote)**

**Background:**

The Contract Agreement for Economic Development Consulting Services between the City of Arkansas City and Retail Attractions, LLC, expired November 3<sup>rd</sup> 2022.

In order to continue the professional consulting services provided to attract appropriate retail, residential, office, and other ancillary mixed use development to City subject to the terms and conditions specified in the original Agreement, written notification must be provide for continuation of services between both parties for an additional year.

**Commission Options:**

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

**Fiscal Impact:**

Amount: \$48,000.00 (\$4,000 payable monthly, split between funds)

Fund: **01-General** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **16-Water** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **18-Sewer** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Fund: **19-Sanitation** Department: **201-City Commission** Expense Code: **6214-Other Professional Services**

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

Randy Frazer, City Manager

RESOLUTION NO. 2022-12-

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO RENEW THE CONTRACT AGREEMENT WITH RETAIL ATTRACTIONS, LLC FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES, FOR AN AMOUNT NOT TO EXCEED \$48,000.**

**WHEREAS**, on November 3, 2020, the City Commission adopted Resolution No. 2021-11-3367 approving a contract agreement for Economic Development Consulting Services with Retail Attractions, LLC., and;

**WHEREAS**, On December 7, 2021, the City Commission adopted Resolution No. 2022-12-3448 authorizing a renewal for an additional twelve month period commencing November 3, 2021 and concluding November 3, 2022.

**WHEREAS**, the current contract agreement has expired and the city desires to renew the agreement with the added provision of quarterly visits with the commission, 2 via zoom/gotomeeting and 2 in person for an additional twelve month period.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:**

**SECTION ONE:** That the Governing Body of the City of Arkansas City hereby authorizes the City Manager to renew a contract agreement with Retail Attractions, LLC for Economic Development Consulting Services with the added provision of quarterly visits with the commission, 2 via zoom/gotomeeting and 2 in person, for an additional twelve month period commencing November 3, 2022 and concluding November 3, 2023.

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

**SECTION THREE:** This Resolution will 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 20<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
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. 2022-12-\_\_\_\_ of the City of Arkansas City, Kansas adopted by the governing body on December 20, 2022 as the same appears of record in my office.

DATED: \_\_\_\_\_.

Lesley Shook, City Clerk

**CONTRACT AGREEMENT  
FOR  
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

**PART I. PARTIES**

THIS AGREEMENT is made on the 3 day of November, in the year 2020, between the CITY OF ARKANSAS CITY, KANSAS hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for professional consulting services as more fully described herein in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to CITY, subject to the terms and conditions specified in this Agreement.

**PART II. TERM OF AGREEMENT**

CITY intends to contract CONSULTANT for professional economic development consulting services for a TWELVE (12) MONTH period commencing Nov. 3, 2020 and concluding Nov. 3, 2021. This Agreement is for a TWELVE (12) month period renewable for an additional twelve (12) month period(s) with mutually negotiated fees, terms, and conditions with written notification of continuation of services between both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1.

**PART III. SCOPE OF SERVICES**

CONSULTANT shall provide the following services:

1. Consultant will research, analyze, and collate a thorough and detailed market study that will prove up and validate retail and other development potential in the city and trade area. These reports will provide detailed demographic information, housing and residential data, income data and potential, ethnicity, age, and educational data, projected growth, and retail leakage and sales, as well as retail voids in the market area. Reports will contain the very latest data available and are pulled from the same data sources that national retail and restaurant development professionals currently access. The market reports include city limits; five (5), ten (10) and fifteen (15) mile radius reports. In addition to the radius data, drive times in increments of ten (10), fifteen (15), and thirty (30) minutes will also be included. A twenty (20) mile radius or a custom trade area report will also be included depending on your market geography, consumer access into the market, and other factors. The decision to provide the custom trade area or twenty mile radius will be determined after initial findings are evaluated. These detailed market reports will provide insight into the development potential for retail, office, medical and health services, hospitality, and residential (single family and multi-family) growth potential. These reports will be updated with every new release of data from our data suppliers though the

duration of the contract. [Data is usually released two to three times a year]. CONSULTANT will provide all data to city personnel as designated in this agreement. Data and market reports will be stored on our servers and will be available via the internet. City will own the data.

2. CONSULTANT will prepare a summary for Consultant's use to highlight the key demographics and attributes of the trade area. This marketing material will include a map of the trade area, and a condensed summary of market data and will be used to introduce the City's community to Consultant's extensive network of commercial and residential developers and retail, restaurant, hotel, and corporate tenants.
3. CONSULTANT will bring broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. CONSULTANT will work with city staff to develop incentive packages that are advantageous to the City and the prospective businesses with priority given to needs of the local municipality. City administrators and elected officials should be prepared to deal with incentive requests from developers and retail and restaurant tenants in this very competitive economy.
4. CONSULTANT will work with city staff members, city officials and other agents of the City as designated by the City to identify recruitment targets that will meet the long term needs of the city and will be targeted in response to the leakage gaps identified. Also, Consultant's initial strategy will be to identify and target retail and restaurant entities that will draw consumers from outside the market area into city trade area. In addition to targeted retail and restaurant tenants, CONSULTANT will also work toward hotel/motel and other hospitality uses, mixed uses including medical, professional office, warehouse, and residential development as well as industrial and manufacturing deals through our ongoing relationship and work with national economic development professionals and site selectors.
5. CONSULTANT will actively recruit targets identified and approved by City and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, other retail and development conferences and development/industry contacts continually throughout the term of this contract.
6. CONSULTANT will work directly with our extensive network of developers to create interest in the market, define development opportunities and

coordinate/attend meetings with City and private sector investors. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify our efforts, CONSULTANT will be available to mediate, schedule site tours and meetings and work to close the deal.

7. CONSULTANT will represent the city at the International Council of Shopping Centers conference in Texas and the International Council of Shopping Centers RECon conference in Las Vegas in May, and other ICSC and Retail Live! Conferences and other economic development conferences as they occur. Many of these events may be held virtually due to Covid-19 restrictions.
8. CONSULTANT will provide monthly updates to City's designated contact. As deemed necessary and requested by the Mayor or City Manager, Consultant will be present for public and private meetings in the City to provide status updates on the performance of services under this agreement, specialized training, meet with civic clubs, and meet with city staff and elected officials and other appropriate citizen groups, as CONSULTANT'S schedule allows. CONSULTANT will make every effort possible to meet City's scheduling.
9. CONSULTANT will bid any specialized marketing materials (printed or video) for local development sites, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids. The commitment of the City for the purchase of any such materials shall be in advance of the order or purchase of said materials in order to bind the City to the payment of the purchase. City's authorization for purchase shall be in written form, signed by the Mayor and City Clerk, evidencing its advance approval for purchase.
10. Standard marketing materials to be developed and supplied by the Consultant as a standard component of this agreement at no additional charge apart from the compensation stated in this agreement are as follows:

Deliverables include market reports for the following geographies: City Limits; Five (5), Ten (10), Fifteen (15) Mile Radius reports, Twenty (20) Mile Radius report; Ten (10) Fifteen (15) and Thirty Minute (30) Drive Time Reports. Void Analysis on each geography, Opportunity Gap (Leakage Report) on each geography. Consultant shall be provided by the City with a complete copy of the City's current Comprehensive Plan. Consultant shall endeavor in its economic development efforts to market the City in harmony with the objectives of the City's Comprehensive Plan.



11. Consultant and City acknowledge that the marketing and recruitment efforts of the Consultant and City with potential businesses interests often times involves various degrees of protection of sensitive information as confidential information. Additionally, Consultant and City acknowledge the necessity of stream lined and well defined lines of communication as being important to orderly and effective planning and the execution of planning in economic development activities. In the interest of the protection of sensitive information and for the effective use of time and coordination of efforts communications from the City to the Consultant and from the Consultant to the City shall be limited. Communications with the Consultant by the City shall be limited to communications directed through the Mayor or the City Manager. Communications from the Consultant to the City shall be directed to the Mayor or the City Manager. When appropriate and reasonably necessary the Mayor or the City Manager may authorize communications between the Consultant and other designated City officials or staff.

**Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.**

**PART IV. CONSULTANT'S FEES**

1. CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

Commencing on \_\_\_\_, 2020

Retainer ( paid monthly ) on the first day of the month for length of contract	\$4000.00 per month	\$48,000 total for 12 month initial term of contract
CITY pays all travel and expenses, (travel and expenses shall be approved by CITY prior to Consultant incurring expenses for same. Expenses may include but not necessarily be limited to air fare, lodging, and meals)		

CITY shall pay CONSULTANT, a monthly retainer in the amount of FOUR THOUSAND DOLLARS (\$4000.00) due on the First day of the month of contracted scope of work.

**PART V. CITY'S RESPONSIBILITIES**

**CITY shall:**

1. Assist CONSULTANT by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of CONSULTANT'S Scope of Services. Retail Attractions, LLC will execute a confidentiality agreement with CITY. CITY will provide Retail Attractions, LLC monitored access to sales revenue data to analyze, but any release of sales revenue information must have CITY approval.
2. Represent that CONSULTANT shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by CITY to CONSULTANT; and that CONSULTANT's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
4. Designate one or more representatives authorized to act on the CITY'S behalf with respect to the Agreement. CITY or such authorized representative(s) shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S services except for those decisions or actions that must go before the CITY'S Board of Commissioner's for approval.
5. In the event that CITY needs CONSULTANT to travel to other locations to attend special meetings (outside of or in addition to the proposed scope of work in this proposal, CITY will pay all related travel and expenses for CONSULTANT). Travel pay must be approved by CITY in writing.

**PART VI. NOTICES**

Reports and notices shall be made by CONSULTANT to CITY'S representative:

Randy Frazer, City Manager  
City of Arkansas City, KS  
P.O. Box 778  
Arkansas City KS 67005

Reports and notices shall be made by CITY to CONSULTANT or to CONSULTANT'S representative:

Mr. Rickey Hayes  
CEO  
Retail Attractions, LLC  
12150 East 96<sup>th</sup> Street, Suite 107  
Owasso, OK 74055

**PART VII. MISCELLANEOUS PROVISIONS**

1. Termination and Suspension. This Agreement may be terminated by either party for convenience or for cause. However, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate the Agreement.

CITY shall pay CONSULTANT for all the Services performed up to the date of termination.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

2. Ownership of Documents. Original documents developed in connection with services performed hereunder belong to, and remain the property of CITY. CONSULTANT shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall hold harmless CONSULTANT and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The parties to this Agreement shall not constitute nor create an employer/employee relationship. CONSULTANT is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.
5. Controlling Law. This agreement is to be governed by the Law of the State of Oklahoma. Venue shall be in Tulsa County, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.
7. Approval Not Waiver. Approval by CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the CITY for any defect in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, CONSULTANT'S employees, subcontractors, agents and consultants.
8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.

9. The scope of work outlined in this agreement shall in no way prohibit CONSULTANT from working with any other clients, or being compensated by other clients for work done while this agreement is in force in or out of the CITY.

10. This agreement shall require approval of the Mayor and City Council to be effective and obligatory upon the City. Termination of the agreement pursuant to the terms hereof by the City prior to the expiration of the term of the agreement shall be effective following City Council action taken to terminate same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:  
CITY OF Arkansas City, KS

By: Karen Welch

Date: 11-3-2020

CONSULTANT:  
RETAIL ATTRACTIONS, LLC

By: Rickey Hayes

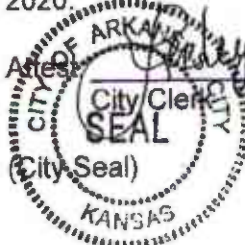
Rickey Hayes, CEO

Date: 11/5/20

Approved as to form and legality:

[Signature]  
City Attorney

Approved by the City Council in open session on the 3 day of November, 2020.

[Signature]  
City Clerk  




# City Commission Agenda Item

**Meeting Date:** December 20, 2022  
**From:** Randy Frazer, City Manager  
**Item:** Executive Session

**Purpose:** Recess into executive session to discuss a potential real estate development site, pursuant to K.S.A. 75-4319(b)(6) preliminary discussion of the acquisition of real property exception.

**Background:**

Requesting to recess into executive session for five (5) minutes to discuss the acquisition of real property.

**Commission Options:**

**Fiscal Impact:**

Amount:

Fund: Department: Expense Code:

Included in budget       Grant       Bonds       Other Not Budgeted

**Approved for Agenda by:**

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Randy Frazer, City Manager

In order to be in compliance with the Kansas Open Meetings Act, City Attorney Larry Schwartz recommends the following motion be stated when the City Commission requests an executive session:

**Motion**

"I move that the governing body recess into executive session to discuss a potential real estate development site, pursuant to K.S.A. 75-4319(b)(6) preliminary discussion of the acquisition of real property exception. The open meeting will resume in the commission chambers at [INSERT] p.m."

**State Reference**

**75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure.**

(a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

**(b) Justifications for recess to a closed or executive meeting may only include the following, the need:**

- (1) to discuss personnel matters of nonelected personnel;
- (2) for consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;
- (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;
- (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) for the preliminary discussion of the acquisition of real property;
- (7) to discuss matters relating to pari-mutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
- (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2016 Supp. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
- (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
- (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
- (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
- (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities, or equipment used in the production, transmission, or distribution of energy,

water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities, or equipment; (C) a public body or agency, public building or facility, or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion, or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and vulnerability assessments;

- (13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;
  - (14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2016 Supp. 75-7427, and amendments thereto; and
  - (15) for the governor’s domestic violence fatality review board to conduct case reviews.
- (c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.
- (d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery, or other demand in any administrative, criminal or civil action.



January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays:	
Jan 01	New Year's Day
<b>Jan 02</b>	<b>New Year's Day (Observed)</b>
<b>Jan 16</b>	<b>M L King Day</b>
Feb 14	Valentine's Day
<b>Feb 20</b>	<b>Presidents' Day</b>
Apr 07	Good Friday
Apr 09	Easter Sunday
May 14	Mother's Day
<b>May 29</b>	<b>Memorial Day</b>
Jun 02	National Donut Day
Jun 18	Father's Day
<b>Jul 04</b>	<b>Independence Day</b>
<b>Sep 04</b>	<b>Labor Day</b>
Oct 09	Columbus Day
Oct 31	Halloween
<b>Nov 10</b>	<b>Veterans Day (Observed)</b>
Nov 11	Veterans Day
<b>Nov 23</b>	<b>Thanksgiving Day</b>
<b>Nov 24</b>	<b>Day After Thanksgiving</b>
<b>Dec 25</b>	<b>Christmas</b>
<b>Dec 26</b>	<b>Day After Christmas (Floating Holiday)</b>
City Observed Holidays are highlighted in Blue.	
Pay dates are highlighted in Yellow.	

# 2023

## Arkansas City City Commission Meetings

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Regular Meeting

Study Session

City Designated Holiday

Rescheduled Regular Meeting

Resolution 2022-04-3472 states if any one of its regularly scheduled public meetings would fall on a City-designated holiday, then said meeting shall be rescheduled automatically to 5:30 p.m., on the next Monday following that holiday, unless the Governing Body specifically deems otherwise in a separate Resolution.



**CITY OF ARKANSAS CITY, KANSAS  
FINANCIAL SUMMARY  
Year-To-Date November 30, 2022**

Fund	Cash Summary						Budget Summary			
	1/1/2022 Beginning Cash Balance	Prior Year Encumbrances/ Adujusting Entries	Receipts	Disbursements	Change in Assets/Liabilities	11/30/2022 Ending Cash Balance	Budget	Encumbrances	Budget Variance Favorable (Unfavorable)	% Remaining (9%)
01 - GENERAL FUND	\$ 2,379,778.27	\$ 381,824.09	\$ 10,523,704.12	\$ 9,096,217.88	\$ (251,049.13)	\$ 3,174,391.29	\$ 11,711,410	\$ 32,317.21	\$ 2,582,875	22%
15 - STORMWATER FUND	\$ 379,687.66	\$ -	\$ 239,250.27	\$ 168,848.39	\$ (14,213.77)	\$ 435,875.77	\$ 342,577	\$ -	\$ 173,729	51%
16 - WATER FUND	\$ 3,575,885.72	\$ 449,230.86	\$ 4,979,982.53	\$ 3,962,832.86	\$ (517,196.09)	\$ 3,626,608.44	\$ 4,221,530	\$ 155,056.99	\$ 103,640	2%
18 - SEWER FUND	\$ 4,775,741.79	\$ 898,119.73	\$ 7,845,258.70	\$ 5,340,077.01	\$ (627,670.43)	\$ 5,755,133.32	\$ 15,112,810	\$ 391,538.30	\$ 9,381,195	62%
19 - SANITATION FUND	\$ 1,501,256.38	\$ -	\$ 1,531,388.56	\$ 1,458,332.07	\$ (146,875.73)	\$ 1,427,437.14	\$ 1,620,877	\$ -	\$ 162,545	10%
20 - SPECIAL RECREATION FUND	\$ 35,912.64	\$ -	\$ 11,081.94	\$ 8,173.08	\$ -	\$ 38,821.50	\$ 42,214	\$ -	\$ 34,041	81%
21 - SPECIAL STREET FUND	\$ 905,451.09	\$ 119,613.02	\$ 846,082.28	\$ 1,129,648.73	\$ (2,030.04)	\$ 500,241.58	\$ 1,991,000	\$ -	\$ 861,351	43%
23 - TOURISM/CONVENTION FUND	\$ 36,407.70	\$ -	\$ 148,103.51	\$ 125,589.82	\$ -	\$ 58,921.39	\$ 154,135	\$ -	\$ 28,545	19%
26 - SPECIAL ALCOHOL FUND	\$ 96,955.92	\$ -	\$ 12,431.94	\$ 25,333.72	\$ (2,731.38)	\$ 81,322.76	\$ 111,282	\$ -	\$ 85,948	77%
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 390,527.28	\$ 390,527.28	\$ -	\$ -	\$ 401,700	\$ -	\$ 11,173	3%
29 - SPECIAL LAW ENF TRUST FUND	\$ 3,540.14	\$ -	\$ -	\$ -	\$ -	\$ 3,540.14	Not a Budgeted Fund			
31 - LAND BANK FUND	\$ 8,786.30	\$ -	\$ 9,240.00	\$ 1,075.40	\$ -	\$ 16,950.90	\$ 4,486	\$ -	\$ 3,411	76%
32 - MUNICIPALITIES FIGHT ADDICTION FUND	\$ -	\$ -	\$ 2,852.63	\$ -	\$ -	\$ 2,852.63	\$ -	\$ -	\$ -	
43 - BOND & INTEREST FUND	\$ 113,107.52	\$ -	\$ 6,508,039.54	\$ 6,520,925.00	\$ -	\$ 100,222.06	\$ 2,166,025	\$ -	\$ (4,354,900)	-201%
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,924,918.59	\$ 1,924,918.59	\$ -	\$ -	\$ 1,939,000	\$ -	\$ 14,081	1%
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 211,885.12	\$ -	\$ 261,097.06	\$ 399,000.00	\$ -	\$ 73,982.18	\$ 336,520	\$ -	\$ (62,480)	-19%
53 - MUNICIPAL COURT FUND	\$ 13,979.42	\$ -	\$ -	\$ -	\$ 13,643.17	\$ 27,622.59	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	\$ -	\$ -	\$ 60,677.17	\$ 60,677.17	\$ 6,575.41	\$ 6,575.41	\$ 65,000	\$ -	\$ 4,323	7%
68 - CAPITAL IMPROVEMENT FUND	\$ 1,825,474.55	\$ -	\$ 4,469,710.19	\$ 3,069,266.38	\$ (45,922.01)	\$ 3,179,996.35	Not a Budgeted Fund			
<b>TOTALS</b>	<b>\$ 16,064,796.24</b>	<b>\$ 1,848,787.70</b>	<b>\$ 39,764,346.31</b>	<b>\$ 33,697,643.38</b>	<b>\$ (1,587,470.00)</b>	<b>\$ 18,695,241.47</b>	<b>\$ 40,220,566.00</b>			

INDEBTEDNESS:

2019 PBC	\$ 16,415,000
GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 18,610,000
GO 2022 TAXABLE STROTHER FIELD	\$ 4,470,000
2013 PUMPER FIRE TRUCK LEASE	\$ 32,989
2019 FERRARA PUMPER TRUCK LEASE	\$ 391,646
2021 RAVO STREET SWEEPER	\$ 127,500
<b>TOTAL</b>	<b>\$ 40,047,135</b>

Note: Information is Unaudited