



## CITY COMMISSION MEETING AGENDA

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Tuesday, February 3, 2026 at 5:30 PM – 118 W Central Ave, Arkansas City, KS

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Please join our meeting and subscribe to our YouTube channel:  
<https://www.youtube.com/@cityofarkansascitykansas895>



### 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 February 12, 2026 as Day of Hope in Arkansas City.

### III. Recognition of Visitors/Staff

1. Recognize Officer Hailey Ladner, who was nominated for the Veterans of Foreign Wars State of Kansas Officer of the Year Award.

### 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 January 20, 2026, regular meeting minutes as written.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$8,799.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.
3. Ratify Mayor Tad Stover's re-appointment of:
  - Duane Ostmann to the **Historic Preservation Board**
  - Lloyd Colston to the **Planning Commission/Board of Zoning Appeals Board**

### V. New Business

#### Fire/EMS Department

1. A Resolution authorizing the City of Arkansas City to accept a quote submitted by Fire Master Fire Equipment. to purchase Genesis spreader and cutter extrication tools, for an amount not to exceed \$24,444.00. (**Voice Vote**)

## Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to allow the rehabilitation of the 12" Sewer line from Linden to Birch between C St. and D St., utilizing Nowak Construction Company, Inc. to purchase materials and service equipment for an amount not to exceed \$178,996.00. **(Voice Vote)**
2. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Friendly Ford to purchase a new 2026 Ford Maverick Truck, for an amount not to exceed \$31,472.84. **(Voice Vote)**
3. A Resolution authorizing the City of Arkansas City to accept a bid submitted by Red Equipment to purchase of a Combination Jet/Vacuum Truck for an amount not to exceed \$559,000.00, and to pursue lease bids for financing. **(Voice Vote)**

## City Manager Department

1. A Resolution authorizing the City Manager to execute the Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Grant Agreement with the U.S. Department of Transportation, Federal Highway Administration, and to take any actions necessary to implement the agreement. **(Voice Vote)**
2. A Resolution accepting a Kansas Small Cities Community Development Block Grant Award for park improvements, authorizing the Mayor and City Clerk to sign and seal Grant Agreement No. 25-PF-027 and attachments. **(Voice Vote)**

## **VI. City Manager Updates & Reminders**

## **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. Adjournment**



## P R O C L A M A T I O N

**WHEREAS**, the City of Arkansas City is committed to promoting organizations that support the positive mental health and well-being of all its citizens; and

**WHEREAS**, Hope Squad believes in the power of peer-to-peer connection to prevent suicide and they are committed to raising awareness about mental health, strengthening connections, and preventing suicide in our communities; and

**WHEREAS**, currently, suicide is the 2nd leading cause of death in the United States for youth ages 10-34 years old; and

**WHEREAS**, more than 49,000 Americans died by suicide and another 1,500,000 attempted suicides in 2023; and

**WHEREAS**, in Kansas, 569 individuals died by suicide in 2023; and

**NOW, THEREFORE**, I, Tad Stover, Mayor of the City of Arkansas City, do hereby proclaim February 12, 2026 as

### DAY OF HOPE

in Arkansas City and encourage the community to join our efforts in any way that is personally meaningful.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed.

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TAD STOVER, MAYOR  
February 3, 2026



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: VFW Post 1254 – Commander Charlie Cravens

Item: Veterans of Foreign Wars Officer Recognition

**Purpose:** Recognize Officer Hailey Ladner, who was nominated for the Veterans of Foreign Wars State of Kansas Officer of the Year Award.

**Background:** The Arkansas City VFW Post 1254 will present special a *Certificate of Appreciation* to local Police Officer Hailey Ladner who was nominated for the annual VFW State of Kansas Officer of the Year Awards.

Each year, VFW posts throughout the entire State of Kansas receive and submit nominations for various law enforcement professionals as part of the Officer of the Year program. The award honors an individual or team serving in a municipal, county, state, or federal agency responsible for the enforcement of laws within their jurisdiction. This program recognizes outstanding law enforcement officers whose performance, dedication, and service clearly distinguish them among their peers.

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Tiffany Parsons, City Clerk

Item: Approve January 20, 2026, Regular Meeting Minutes

**Motion:** Approve the January 20, 2026, 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".

Randy Frazer, City Manager



## CITY COMMISSION MEETING MINUTES

Tuesday, January 16, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

### Routine Business

#### 1. Roll Call

##### PRESENT:

Mayor Tad Stover  
Vice-Mayor Steve Lungren  
Commissioner Chad Beeson  
Commissioner David Colquhoun  
Commissioner Charles Tweedy III

##### ABSENT:

City staff present: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, IT Manager Matt Metzinger, Environmental Services Superintendent Kyle Blubaugh, Principal Planner Josh White, and Police Chief Jim Halloway.

2. Opening Prayer led by Pastor Tim Milby of First United Pentecostal Church and Pledge of Allegiance led by Mayor Tad Stover.
3. There were no additions or deletions to the agenda.
4. Approval of the Agenda.

*Motion made by Commissioner Tweedy III, seconded by Commissioner Beeson, to approve the agenda as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved.*

### 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.*

1. Approve the January 6, 2026, regular meeting minutes as written.
2. A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$10,000.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes.
3. Ratify Mayor Tad Stover's appointment of Randal Lundberg to the **Arkansas City Public Library Board of Trustees**.
4. Ratify Mayor Tad Stover's re-appointment of:
  - Latresha Swopes to the **Arkansas City Public Library Board**
  - Jamie Terrill, James Mayer & Spencer Warren to the **Building Trades Board**
  - Tammy Lanman-Henderson & Kim Hager to the **Community Spirit Award Committee**
  - Bob Baker to the **Equal Opportunity & Accessibility Advisory Board**
  - Foss Farrar to the **Historic Preservation Board**
  - Pam Crain & Toni Greene to the **Outstanding Student Award Committee**

- Jay Warren to the **South Central Kansas Medical Center (SCK Health) Board of Trustees**
- Kelly Dillner & Shelley Gardner to the **Visit Ark City Board of Trustees**

Section IV, Item 1.

*Motion made by Commissioner Beeson, seconded Vice-Mayor Lungren, to approve the Consent Agenda as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-01-3795**.*

City Clerk Parsons offered the following items for consideration.

### New Business

#### City Manager Department

1. A motion to consider the approval of the City of Arkansas City 2025 Community Development Block Grant (CDBG) Contractor Guidelines.

*Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved.*

#### Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to accept a bid submitted by CAS Constructors LLC, to purchase materials and service equipment for the rehabilitation of gate valves and handrails at the Wastewater Treatment Plant, for an amount not to exceed \$48,490.00.

*Motion made by Commissioner Beeson, seconded by Vice-Mayor Lungren, to approve the item as written.*

*Voice Voting Aye: Mayor Stover, Vice-Mayor Lungren, Commissioner Beeson, Commissioner Colquhoun, and Commissioner Tweedy III. Mayor Stover declared the motion approved; given **Resolution No. 2026-01-3796**.*

### City Manager Updates & Reminders

1. **Economic Development:** City of Arkansas City and the City of Winfield recently met Cowley County Economic Development Director Jessica Folk, receiving the following updates and upcoming opportunities include:
  - Reviewed a joint business recruitment and marketing proposal with the Kansas Department of Commerce and GWP to expand outreach beyond Kansas, with costs shared equally.
  - Strategic planning session scheduled for March 6, from 1:00–4:00 p.m., facilitated by the University of Kansas.
  - Business retention and expansion tracking is transitioning to Microsoft Planner to improve visibility and coordination.
  - The Business Advantage Portal launched January 26 on the county website, providing information on incentives, projects, workforce resources, the annual economic development report, SBDC and SCKEDD classes, and new recruitment videos.
  - Interlocal agreement updates are underway to clarify management and advisory roles; exit notice deadline is April 1.
  - Upcoming programs include Young Entrepreneurs, Winfield Startup Pitch Event, and the Cowley College Job Fair on February 25th.
2. **Northwest Community Center (NWCC):** City Manager Frazer, along with City Clerk Parsons, Felipe Escalante and Eric Burr as board members met via zoom with the WSU Public Policy & Management Center for initial discussions on strategic planning. The productive dialogue resulted in a clear understanding of City needs. James and his WSU team are developing options over the next few weeks, with next steps to follow in the coming months.
3. **Wilson Park Pickleball Courts:** Pre-construction meeting scheduled with design-builder Multisports, Ranson Financial, Pickleball Court contributors, and City Staff – weather permitting. This meeting will confirm project scope, schedule and coordination prior to construction.

4. **Commission Strategic Planning Retreat:** Commission chose Friday, February 27<sup>th</sup> begin a regular day to hold the Strategic Planning Retreat at the Arkansas City Water Treatment Facility located at 400 W. Madison Ave. The full-day working session will focus on priorities and alignment. Additional information will be provided by email.

5. **PEC Project Update:** Commissioners were provided with a written update from PEC outlining the status of ongoing projects.

6. **League of Kansas Municipalities Webinar:** Commissioners were reminded of the "New Year, New Roles" webinar for new elected officials on January 22 from 11:00 a.m. to 12:00 p.m. Pre-registration is required.

7. **LKM Local Government Day:** Wednesday, January 28, 2026, starting at 2:30 p.m. in Topeka, KS. Provides an networking opportunity for commissioners to meet with other local officials and state legislators, receive legislative updates from the league. Commissioners were asked to notify staff for registration and lodging arrangements.

8. **Handout provided to commissioners:**

- Environmental Services Department December report
- Kansas Municipal Utility legislative update
- League of Kansas Municipalities legislative update

Section IV, Item 1.

#### Items for Discussion by City Commissioners

Commissioner Tweedy provided updates on community planning efforts for America's 250<sup>th</sup> celebration upon attending meetings at the Visit Ark City office.

#### 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.*

**Regina Stoddard 7167 244<sup>th</sup> Rd.**, new business owner of Adelphi Ceramics LLC at 109 N. Summit St., inquired about placing business flags out front and taking care of city flowerpots in front of her business. Regina was advised to partner with Community Development Director Josh White on building-zoning and right-of-way provisions.

#### Financial Summary

1. December 2025 Financial Summary provided for review.

#### Adjournment

*Motion made by Commissioner Beeson, seconded by Commissioner Tweedy III to adjourn the meeting.*

*Voice vote was unanimous in favor of the motion. Mayor Beeson declared the motion approved and meeting adjourned.*

THE CITY OF ARKANSAS CITY  
BOARD OF CITY COMMISSIONERS

(Seal)

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Tad Stover, Mayor

ATTEST:

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Tiffany Parsons, City Clerk

Prepared by: Tiffany Parsons, City Clerk



## City Commission Agenda Item

Meeting Date: February 3, 2026  
 From: Randy Frazer, City Manager & Jennifer Waggoner, Finance Director/Treasurer  
 Item: Request from SCK Health for Distribution of Tax Funds for Uncompensated Care

**Motion:** *Consent Agenda: A Resolution authorizing the City of Arkansas City to allocate Unpledged Healthcare Sales Tax Funds in the amount of \$8,799.00 to SCK Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenues for health care purposes. (Voice Vote)*

**Background:** A request letter dated January 27, 2026, was submitted by SCK Health to the City of Arkansas City for funds in the amount of \$8,799.00. This request is for reimbursement of charity care provided by SCK Health to community members who are unable to pay for medical services.

Pursuant to Ordinance No. 2019-02-4481, the City has committed to annually appropriate certain available revenues for operational expenses incurred in delivering uncompensated care.

SCK Health has provided supporting documentation of charity care costs for the total amount requested, consistent with prior practices and City policy regarding the use of these funds. Staff recommend approval of this request in alignment with the City's ordinance and long-standing commitment to support local healthcare services through the use of dedicated sales tax revenues.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$8,799.00**

Fund: **45 - Unpledged Healthcare Sales Tax Fund** Department: **100 - General Government**

Expense Code: **8110 - Distribution to other Agency**

Included in budget  Grant  Bonds  Other Not Budgeted

**Attachments:**

- Resolution
- Request Letter from SCK Health dated January 27, 2026
- Charity Care Summary Documentation

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE UNPLEDGED HEALTHCARE SALES TAX FUNDS IN THE AMOUNT OF \$8,799.00 TO SOUTH CENTRAL KANSAS (SCK) HEALTH, FOR UNCOMPENSATED CARE PROVIDED IN THE COMMUNITY, CONSISTENT WITH ORDINANCE NO. 2019-02-4481 AND THE CITY'S INTENT TO ANNUALLY APPROPRIATE AVAILABLE REVENUE FUNDS FOR HEALTHCARE PURPOSES.**

**WHEREAS**, SCK Health submitted a request dated January 27, 2026, for reimbursement in the amount of \$8,799.00 for charity care provided to community members unable to pay for medical services; and

**WHEREAS**, SCK Health provided documentation supporting the costs of this charity care, consistent with City policy and past practice for the use of healthcare sales tax funds; and

**WHEREAS**, in accordance with Ordinance No. 2019-02-4481, the City intends to annually allocate available revenue to support uncompensated healthcare services, and staff recommends approval of this request.

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas, to allocate \$8,799.00 to South Central Kansas (SCK) Health for uncompensated care provided to the community, consistent with Ordinance No. 2019-02-4481 and the City's intent to annually appropriate available revenue funds for healthcare purposes. A letter of request and supporting documentation from SCK Health is attached hereto and incorporated for reference.

**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 and after its adoption 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 3rd day of February 2026.

(Seal)

ATTEST:

Tad Stover, Mayor

Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

Tiffany Parsons, City Clerk



BOARD OF T  
Dr. Rodger Maechtl  
Jay Warren, Vice Chair  
Brad Bryant, Secretary  
Chad Beeson, Treasurer

Margaret Grismer  
Chief Executive Officer

January 27th, 2026

City of Arkansas City, Kansas  
Attn: Jennifer Waggoner  
118 West Central  
Arkansas City, KS 67005

Dear Jennifer,

I am writing to request Compensating Use Tax Funds from the city in the amount of \$8799.00. The Charity Care details are enclosed that support this amount. Thank you for your assistance with this request.

SCK Health is appreciative of the tax support for uncompensated care provided to the community.

Appreciated,

Margaret Grismer  
CEO

50715000	99031	CHARITY CARE WRITE-OFF	-1	-568.09	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-236.47	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6772.40	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-2258.21	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-189.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-422.13	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-20.00	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-276.50	7/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-28774.72	7/31/2022

\$ 18,496.00 on 9/10/25

Remaining \$ 25,528.26  
on 11/12/25 <4463.00>  
Remaining \$ 21,065.26  
on 12/31/25 <10,000.00>  
Requested on 1/27/26 \$11,065.26  
Remaining 1/27/26 <8799.00>  
Remaining → \$2,266.26

\*\*TOTAL\*\* CHARITY CARE W/OFF -21 -53540.94 -53540.94

50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.09	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-6.90	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-7.56	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-5803.91	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-25.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-50.00	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-72.20	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-4658.27	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-55.51	8/31/2022
50715000	99031	CHARITY CARE WRITE-OFF	-1	-139.27	8/31/2022



## City Commission Agenda Item

Meeting Date: February 3, 2026  
From: Tiffany Parsons, City Clerk  
Item: City Board Re-appointments – Feb. 2026

**Purpose:** Consent Agenda: Ratify Mayor Tad Stover's re-appointment of:

- Duane Ostman to the **Historic Preservation Board**
- Lloyd Colston to the **Planning Commission/Board of Zoning Appeals Board**

**Background:** All above are deemed eligible and have requested reappointment to the respective boards as listed. We appreciate their continued volunteerism and all they do to make our community a better place!

**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".

Randy Frazer, City Manager



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Stuart Cassaboom, Fire Chief

Item: Extrication Tools

**Motion:** A Resolution authorizing the City of Arkansas City to accept a quote submitted by Fire Master Fire Equipment. to purchase Genesis spreader and cutter extrication tools, for an amount not to exceed \$24,444.00. (**Voice Vote**)

**Background:** The Fire Department is requesting approval to purchase a new set of Genesis spreaders and cutters to ensure operational readiness and community safety. Both tools are critical rescue tools essential for vehicle extrication or other rescue scenarios. The current spreaders are the only functioning pair available to the department, leaving no backup equipment in the event of a mechanical failure or simultaneous incident.

**Commission Options:**

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

**Fiscal Impact:** Amount: **\$24,444.00**

Fund: **01-General** Department: **310-Fire/EMS** Expense Code: **7405-Machinery/Equipment**

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Quote, & Staff Recommendation.

**Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A QUOTE SUBMITTED BY FIRE MASTER FIRE EQUIPMENT TO PURCHASE GENESIS SPREADER AND CUTTER EXTRICATION TOOLS, FOR AN AMOUNT NOT TO EXCEED \$24,444.00.**

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a quote submitted by Fire Master Fire Equipment to purchase Genesis spreader and cutter extrication tools, for an amount not to exceed \$24,444.00.

**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 3rd day of February 2026.

(Seal)

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Tad Stover, Mayor

ATTEST:

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Tiffany Parsons, City Clerk

APPROVED AS TO FORM:

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Larry R. Schwartz, City Attorney

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

---

Tiffany Parsons, City Clerk

**Quote**

**FIRE MASTER FIRE EQUIPMENT,  
2049 E DIVISION ST  
SPRINGFIELD MO 65803**

www.firemaster.com

(417) 865-8713  
(800) 641-4724  
Fax: (417) 865-2174

Name / Address

ARKANSAS CITY FIRE - EMS  
ATTN: AMY ROBERTS  
118 W CENTRAL  
ARKANSAS CITY, KS. 67005

Please find enclosed pricing information you requested.

Date 1/28/2026

Qty	Description	Price Each	Total
1	GENESIS #ART.109.173.5 E-FORCE SPREADER -MODEL S54-SL3 -32" SPREAD -28V MILWAUKEE BATTERY -(1) BATTERY COMES W/ TOOL	12,995.00	12,995.00
1	GENESIS #ART.110.215.1 E-FORCE CUTTER -MODEL SC240-SL3 NXT GEN -SMOOTH CUT BLADES -28V MILWAUKEE BATTERY -(1) BATTERY COMES WITH TOOL	11,449.00	11,449.00

Thank you for letting Fire Master Fire Equipment, Inc. assist you in this matter, if you have any further questions feel free to give us a call.

**Total** \$24,444.00

Sincerely,

Randy Lawson  
Equipment Sales Manager  
Fire Master Fire Equipment, Inc.

# Action Item: Replacement of Genesis Spreaders and Cutters

**Requested Amount:** \$24,444.00 **Department:** Fire Department **Purpose:** Replacement of critical rescue tools (Genesis spreaders and Genesis cutters)

## Summary

The Fire Department is requesting approval to purchase a new set of Genesis spreaders and Genesis cutters to ensure operational readiness and community safety. The current spreaders are the only functioning pair available to the department, leaving no backup equipment in the event of mechanical failure or simultaneous incidents.

## Background & Justification

- The department's existing Genesis spreaders are aging and represent the sole operational unit, creating a single point of failure during emergency response.
- During recent training, the battery on the current Genesis cutters became pinned and caused damage to the plastic housing that secures the battery. Although repairs were made to the best extent possible, the tool remains compromised and poses a risk of failure during critical operations.
- These tools are essential for vehicle extrication and other rescue scenarios. Any malfunction during an emergency could endanger both responders and the public.
- The department's current budget supports the replacement purchase, and acquiring new equipment will restore reliability, eliminate operational risk, and maintain the department's readiness to respond effectively.

## Recommendation

Approval of the purchase of new Genesis spreaders and Genesis cutters in the amount of **\$24,444.00** to ensure the Fire Department remains fully equipped and capable of providing safe, timely emergency response.



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Environmental Services

Item: Backream Sewer Line Rehabilitation  
Linden to Birch and C St. & D St.

**Motion:** A Resolution authorizing the City of Arkansas City to allow the rehabilitation of the 12" Sewer line from Linden to Birch between C St. and D St., utilizing Nowak Construction Company, Inc. to purchase materials and service equipment, for an amount not to exceed \$178,996.00. (**Voice Vote**)

### **Background:**

The City needs to rehabilitate a collapsing sewer line between Linden Street and Birch Street and C St & D St. The work will be completed using a backreaming method, which allows dips and alignment issues in the line to be corrected while the new pipe is installed. This method is safer than open trench excavation because a gas line and communication lines are located directly above and next to the sewer line, making traditional digging risky. Backreaming reduces the risk of utility damage, limits surface disruption, and provides a safer and more effective long-term repair. Staff recommends approval of using Nowak Construction to rehabilitate the collapsing sewer line.

### **Commission Options:**

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

**Fiscal Impact:** Amount: \$178,996.00

Fund: **18 (Wastewater)** Department: **661 (Collections)** Expense Code: **7402 (Capital Projects)**

Included in budget  Grant  Bonds  Other Not Budgeted

**Attachments:** Resolution & Quote from Nowak.

### **Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOW THE REHABILITATION OF THE 12" SEWER LINE FROM LINDEN TO BIRCH BETWEEN C ST. AND D ST., UTILIZING NOWAK CONSTRUCTION COMPANY, INC. TO PURCHASE MATERIALS AND SERVICE EQUIPMENT, FOR AN AMOUNT NOT TO EXCEED \$178,996.00.**

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas to allow the rehabilitation of the 12" Sewer line from Linden to Birch between C St. and D St., utilizing Nowak Construction Company, Inc. to purchase materials and service equipment, for an amount not to exceed \$178,996.00.

**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 3rd day of February 2026.

(Seal)

---

Tad Stover, Mayor

ATTEST:

Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

---

Tiffany Parsons, City Clerk

# Nowak Construction Company, Inc.

200 South Goddard Rd  
Goddard, KS 67052

Phone: (316) 794-8898  
Fax: (316) 794-2243

Section , Item 1.

<b>To:</b> CITY OF ARKANSAS CITY KS	<b>Contact:</b> KYLE BLUBAUGH
<b>Address:</b> 118 W CENTRAL, PO BOX 1152 ARKCITY, KS 67005	<b>Phone:</b> (620) 441-4520 <b>Fax:</b>
<b>Project Name:</b> Ark City Sewer Projects	<b>Bid Number:</b>
<b>Project Location:</b> Various, Ark City, KS	<b>Bid Date:</b> 1/20/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>12" Ream Linden To Birch</b>					
1	12" Replacement (16" IPS DR11 HDPE) Available	850.00	LF	\$174.00	\$147,900.00
2	Locate Service Taps	26.00	EACH	\$500.00	\$13,000.00
<b>Total Price for above 12" Ream Linden To Birch Items:</b>					<b>\$160,900.00</b>

## Service Reconnection Options

1	Sewer Service Reconnection Saddle W/ Clamps	26.00	EACH	\$696.00	\$18,096.00
<b>Total Price for above Service Reconnection Options Items:</b>					<b>\$18,096.00</b>

**Total Bid Price:** **\$178,996.00**

## Notes:

- 14" DIPS DR-11 12.351" I.D. / 15.3" O.D.  
16" IPS DR-11 12.92 I.D. / 16" O.D.  
24" DIPS DR-17 I.D. 22.582 / 25.8" O.D.  
E Pine Ave Manhole replacement by others  
All Bypass pumping and fusion is included in each item
- No Bond included  
Construction Inspection by others  
Construction Staking by others  
Site Demolition by others- except as listed within bid  
We will remove anything in our way - haul off by others  
Removal or haul off of trees by others  
Haul off of excess excavated spoils from site is included within bid  
Work not listed within bid will be by others  
Materials quoted as import, not domestic for this bid  
All traffic control by others  
Replacement of pavement/sidewalk by others  
95% compaction under pavement/sidewalk is included  
Tap, Equity, or any other fees, permits, or licenses by others  
No Permits Included within bid  
QC/QA Testing by others (Compaction etc.)  
Seeding, or sodding, of disturbed areas by others  
Any special insurance is not included within bid  
Special wage rates are not included within bid  
Sales tax is not included within bid

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.	<b>CONFIRMED:</b> <b>Nowak Construction Company, Inc.</b>
<b>Buyer:</b> _____	
<b>Signature:</b> _____	<b>Authorized Signature:</b> _____
<b>Date of Acceptance:</b> _____	<b>Estimator:</b> Jesse Nowak



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Environmental Services

Item: Ford Maverick Truck Purchase Bid

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Friendly Ford to purchase a new 2026 Ford Maverick Truck, for an amount not to exceed \$31,472.84. **(Voice Vote)**

### **Background:**

As water distribution and collections staffing has increased, the City's vehicle fleet has not expanded at the same pace, creating limitations in staff mobility and efficiency. The trucks primary user would be the meter technician who conducts frequent field work including meter readings, maintenance, service investigations, and customer site visits, and a smaller, fuel-efficient truck is well suited for these duties. The Ford Maverick provides improved maneuverability, reduced operating costs, and adequate capacity for required tools and equipment while helping address fleet availability needs without adding an oversized vehicle. Staff recommend approval of the purchase of a Ford Maverick from Friendly Ford, which submitted the lowest priced quote.

### **Commission Options:**

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

**Fiscal Impact:** Amount: **\$31,472.84**

Fund: **16 (Water)** Department: **653 (Distribution)** Expense Code: **7403 (Motor Vehicles)**

Included in budget  Grant  Bonds  Other Not Budgeted

**Attachments:** Resolution, Friendly Ford Quote & Bid Tabulation.

### **Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY FRIENDLY FORD TO PURCHASE A NEW 2026 FORD MAVERICK TRUCK, FOR AN AMOUNT NOT TO EXCEED \$31,472.84.**

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Friendly Ford to purchase a new 2026 Ford Maverick Truck, for an amount not to exceed \$31,472.84.

**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 3rd day of February 2026.

(Seal)

---

Tad Stover, Mayor

ATTEST:

---

Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

---

Tiffany Parsons, City Clerk

## 2026 Truck Bids

COMPANY	Friendly Ford	Olathe Fleet	
Model	2026 Ford Maverick	2026 Ford Maverick	2026 Chevy Colorado
TOTAL COST	\$31,472.84	\$31,642.00	\$36,486.00
Delivery Cost	\$0.00	\$100.00	\$100.00
DELIVERY TIME	12-16 Weeks	12-16 Weeks	12-16 Weeks
MEET SPECS	Yes	Yes	Yes
WARRANTY	Factory Warranty 3 Years (36,000 Miles)	Factory Warranty 3 Years (36,000 Miles)	Factory Warranty 3 Years (36,000 Miles)

Staff recommends the 2026 Ford Maverick from Friendly Ford



Preview Order K01B - W8J - SuperCrew AWD - XLT : Order Summary Time of Preview: 01/14/2026 10:31:03 Receipt: NA

Dealership Name : Friendly Ford of Arkansas City, LLC

Sales Code : F53648

Dealer Rep.	JAMES SHAWN	Type	Fleet	Vehicle Line	Maverick	Order Code	K01B
Customer Name	ARK CITY	Priority Code	E2	Model Year	2026	Price Level	620

**DESCRIPTION**

W8J0 MAVERICK XLT AWD

.121.0" WHEELBASE

TOTAL BASE VEHICLE

OXFORD WHITE

CLOTH

BLUE

EQUIPMENT GROUP 302A

.XLT TRIM

.2.0L ECOBOOST ENGINE

.AUTOMATIC TRANSMISSION

**DESCRIPTION**

FORD FLEET SPECIAL ADJUSTMENT

SIRIUSXM W/360L (3 MOS TRIAL)

17" CARBON GRAY ALUM WHEEL

CONN PKG:1YR INCL W/FORD APP

SPECIAL DEALER ACCOUNT ADJUSTM

SPECIAL FLEET ACCOUNT CREDIT

FUEL CHARGE

NET INVOICE FLEET OPTION (B4A)

PRICED DORA

ADVERTISING ASSESSMENT

DESTINATION & DELIVERY

**TOTAL PRICE:** **\$31,47284**



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Environmental Services

Item: Combination Jet/Vacuum Truck Replacement Bid

**Motion:** A Resolution authorizing the City of Arkansas City to accept a bid submitted by Red Equipment to purchase of a Combination Jet/Vacuum Truck for an amount not to exceed \$559,000.00, and to pursue lease bids for financing. (**Voice Vote**)

**Background:** The City of Arkansas City's Environmental Services Division relies on combination jet/vacuum trucks to maintain and rehabilitate the wastewater collection system. The City owns a Vac-Con jet/vac truck that is approximately 10 years old, which will be retained for routine sewer maintenance and to support the line replacement crew; however, this unit will become a secondary truck due to increasing maintenance needs. Reliable jet/vac equipment is essential for cleaning sewer lines to support pipeline televising, restoring system capacity, preventing overflows, and performing hydro-excavation to safely expose underground utilities. Replacement of the primary jet/vac truck will improve reliability, operational efficiency, and long-term maintenance of the wastewater collection system. Therefore, it is staff's recommendation to purchase a combination jet/vacuum truck from Red Equipment.

Once this purchase is approved, the next step will include a bid invitation to be sent out to local banks for the city to finance though a lease. The lease bid will come back to the commission for final approval at a future meeting.

### **Commission Options:**

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

**Fiscal Impact:** Amount: **\$559,000.00**

Fund: **18 (Wastewater)** Department: **661 (Collections)** Expense Code: **7405 (Machinery/Equipment)**

Included in budget  Grant  Bonds  Other Not Budgeted

**Attachments:** Resolution, Red Equipment Quote & Bid Tab.

### **Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A BID SUBMITTED BY RED EQUIPMENT TO PURCHASE OF A COMBINATION JET/VACUUM TRUCK FOR AN AMOUNT NOT TO EXCEED \$559,000.00, AND TO PURSUE LEASE BIDS FOR FINANCING.**

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas, to accept a bid submitted by Red Equipment to purchase of a Combination Jet/Vacuum Truck for an amount not to exceed \$559,000.00, and to pursue lease bids for financing.

**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 3rd day of February 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

\_\_\_\_\_  
Tiffany Parsons, City Clerk



# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

## Specialized Quote For: The City of Arkansas City, KS

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Date: 1-22-2026

Attention: Kyle Blubaugh

Red Equipment, LLC is pleased to offer

The City of Arkansas City, KS

the following quote on a

2026 Vac-Con Titan Combination Sewer Cleaner Demonstration Unit

mounted on a

Freightliner chassis.

Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (816) 800-1265 or by email at [vince@redequipmentco.com](mailto:vince@redequipmentco.com).

Best Regards,

Vince Salmond, Kansas Territory Manager

1150 South Sterling Ave Independence, MO 64054

[vince@redequipmentco.com](mailto:vince@redequipmentco.com)

Cell: 816.800.1265 Office: 816.231.2005

[www.redequipmentco.com](http://www.redequipmentco.com)

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# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

## About Red Equipment, LLC:

Located in Independence, MO, Red Equipment LLC is a veteran-owned dealership dedicated to providing exceptional sewer cleaning, inspection, and hydro-excavation equipment. We also offer a wide range of street sweepers, from full-sized to compact models, and advanced remote controlled slope mowers. Our team boasts nearly 100 years of combined experience, representing the finest brands in the industry and maintaining a comprehensive stock of parts and accessories to meet all your operational needs. Our commitment to service excellence extends beyond sales, with highly skilled mobile technicians ready to maintain and repair all makes and models of the sewer and street maintenance equipment essential to your projects. Trust Red Equipment LLC to equip you with the tools and support necessary for unparalleled success.

Sincerely,

W.W. Akins



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# Vince Salmond

Account Manager

Section , Item 3.

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

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Vac-Con, Inc., has been a leading manufacturer of industrial vacuum, combination water and vacuum, and hydro excavator units for nearly 40 years. In 1986, 12 employees used applied vacuum technology to develop a truck-mounted combination sewer cleaner to fulfill market demand. Four decades, just under 400 employees, and over 10,000 machines later, Vac-Con is a world-recognized manufacturer of equipment for municipal, private, and federal environmental markets.



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# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

## Specifications For 2026 Vac-Con Combination Sewer Cleaner

Standard Equipment Includes:

Vacuum System – 3 Stage Fan

Cyclone Separator - Fan

Hydrostatic Blower Drive via Transfer Case for PRO Reel - 98% Operating Efficiency

1/4" Corten Steel Debris Tank

Flat Style Rear Door with hydraulic door locks - Including open/close

6" Butterfly valve and 10' of lay flat hose

Debris tank Dumping: minimum 50 deg., hydraulic telescopic lift Cylinder - power up/power down

60" Dump Height

Front Tow Hooks

Rear Bumper

Hinge type / Body Prop Permanently mount debris body prop

Debris Body Flush-out - 8 Jet

Automatic Vacuum Breaker with Float Arm Assembly/Level Indicator and overfill protection

Behind Cab Boom Support and Docking Station at Front Bumper

8" vacuum intake hose

4 Way Hydraulic Boom with 270 Degree Rotation with Joystick Controls

PRO Reel with 1000'  $\frac{3}{4}$  Hose Capacity

1000' high pressure jet rodger hose

Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body

50 GPM/3000 PSI water pump system

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VAC-CON  
MORE POWER TO YOU



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# Vince Salmond

Account Manager

Section , Item 3.

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## Specifications For 2026 Vac-Con Combination Sewer Cleaner

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Water Pump Remote Oil Drain - Quick disconnects

Water pump drive: Aux Engine GM 6.0L Gasoline, 172HP

5 year Water Pump Drive Warranty

Auxiliary Engine Remote Oil Drain - Quick Disconnects

Cross-Linked Polyethylene Water Tanks

Full Length Steps on Lower Water Tanks for Maintenance Access

Water Tank Drain - 1/4 Ball Valve

Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers

Hose guide (Tiger Tail)

10' Leader Hose

20 GPM at 750 PSI wash down hand gun with 25' of hose and nozzle - 50' Capacity Hand-Gun Hose will replace this standard options if selected.

Storage Box Behind Cab 16" x42" x 96"

1) each Sanitary and Penetrator Nozzles

Cooling Package - Air to Oil Heat Exchanger for Hydraulics and Transfer Cases, if applicable

Remote Lube Bank for Boom Rotator and Boom Lift Cylinders - Ground Level

20.5' aluminum intake pipe (1-3', 1-5', 1-6', and 1-6.5' nozzle)

LED/ICC lighting

Sherwin Williams Fast Clad High Solids Zinc Rich Primed, Sealed with Sherwin Williams Duraspar Epoxy Primer. Sherwin Williams Duraspar Polyurethane Single Stage Gloss and Textured Paint

5# Fire Extinguisher - In Cab

Set of Triangles

12 month standard warranty

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# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

## Specifications For 2026 Vac-Con Combination Sewer Cleaner

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- 5 year debris tank warranty
- 10 year water tank warranty
- 1000 gallons of fresh water
- 10' Aluminum Telescoping Boom with Pendant Control Station
- PRO – 12V Hydraulic Back-up Pump
- PRO – Advanced 2 Joystick Control System
- PRO – Digital Footage Counter
- PRO – Digital Water Counter
- PRO – Manhole Guidance System with Dash Monitor
- PRO – One Button Engagement at Operation Station
- PRO – 7 Inch Digital Monitor at Operation Station
- PRO – Digital Debris Gauge
- PRO – Winter Recirculation for Rodder Hose
- Winter Recirculation connection for high pressure circuit
- Air Purge System
- Power Guide "Power Reel" level guide wind
- Lazy Susan Pipe Rack (Holds 5 Pipes)
- Folding Pipe Rack (3), Tank Mounted Mid Body, Curbside
- (2) Side Mounted Tool-Boxes 35 x 14 x 24
- Low Water Alarm with Lights
- 50' Capacity Retractable Hand-Gun Hose Reel

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# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

## Specifications For 2026 Vac-Con Combination Sewer Cleaner

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- (1) 5' x 8' Aluminum Pipe Extension
- (3) 8' x 8' Aluminum Pipe Extension
- Rear Mounted Tow Hooks
- Remote Boom Grease Zerk Assembly (GROUND LEVEL)
- Remote Debris Tank Grease Assembly (GROUND LEVEL)
- LED Boom Mounted Flood Lights with Limb Guard - Whelen
- LED Rear Mounted Flood Lights with Limb Guard - Whelen
- LED Flood Light – Level Wind Guide – Whelen
- LED Mid Body Strobes – Frame Mounted
- LED Mid Body Flood Lights with Limb Guard
- LED 4 Strobes – (2) front bumper / (2) rear bumper - Whelen
- Cone Storage Rack
- Hydro excavation package
- Auxiliary Engine Hydraulics Package
- Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction
- 10' Hand-Gun Hose Extension

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# Vince Salmond

Account Manager

VINCE@REDEQUIPMENTCO.COM (816) 800-1265

Section , Item 3.

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## Pricing Details

New 2026 Vac-Con Combination Machine:	\$559,000.00
7 Ea 8" Aluminum Tubes Male/Female/Clamps/Gaskets:	\$2,470.00
Total Price If Options Selected:	\$561,470.00

This Quote Includes Delivery & Training of Equipment

Price is good for 30 days

Used and Demo Equipment is Subject to Prior Sale

All Applicable sales tax and fees are not included in the quote

Purchase Order Number: \_\_\_\_\_

Customer Representative (Print): \_\_\_\_\_

Customer Representative Signature: \_\_\_\_\_

Red Equipment LLC Representative (Print): \_\_\_\_\_

Red Equipment LLC Representative Signature: \_\_\_\_\_

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# PRO

## PRECISION REEL OPERATION



**The PRO Reel is the most versatile, operator-conscious hose reel on the market**

Patent-pending range of motion with 16-ft. of traversing motion across the front of the unit.

Most hose reel work area coverage on the market.

Most visible manhole placement system on the market reduces setup time by 50%.

Swivel control panel allows operator to safely operate the machine away from traffic.

Weight reduction of 500-lbs. off of the front of the truck.

Increased operator ergonomics and ease-of-use at the controls with various rotational positions and vertical adjustment.

### FEATURES

- 16-ft. of traversing hose reel
- Increased work area to 69.6 sq ft.
- Arm rest at joysticks
- Allison engagement panel
- Footage counter display
- 90-degree rotation
- Unlimited locking positions
- Camera system with full driver visibility of hose reel location with a 180-degree field of vision
- 850-ft. x 1-in. capacity hose reel
- Bolt-on connection to chassis
- Retrofit kit for legacy OPP units
- No outrigger leg
- No welding to the truck
- New ergonomic controls with adjustable motions
- 4 rotational positions
- 8-in. vertical adjustment
- Reduces job setup time by 50%



**RED**  
EQUIPMENT



**Vince Salmond**  
Account Manager

816.800.1265  
VINCE@REDEQUIPMENTCO.COM  
WWW.REDEQUIPMENTCO.COM  
1150 S STERLING AVE, IND



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# PRO

## PRECISION REEL OPERATION

### *You Get More Than a PRO Reel, You Get PRO Options:*

Bolt-on all-aluminum construction reduces unit weight by 500 lbs

7" digital operator interface with real-time system feedback

Planetary gear drive for controlled hose payout/retrieval

Rotary actuator enables smooth reel articulation

One-touch jet hose activation

Dual camera system (front/rear) for enhanced visibility

Digital sensors for hose footage, water level, and debris tank monitoring

Emergency auxiliary hydraulic pump for backup operation

### FEATURES

- 16-ft. of traversing hose reel
- Increased work area to 69.6 sq ft.
- Arm rest at joysticks
- Allison engagement panel
- Footage counter display
- 90-degree rotation
- Unlimited locking positions
- Camera system with full driver visibility of hose reel location with a 180-degree field of vision
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**Vince Salmond**  
Account Manager

816.800.1265  
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WWW.REDEQUIPMENTCO.COM  
1150 S STERLING AVE, IND

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crewPlex



## Fuel Savings For Vac-Con Dual Engine Combination Machine:

Single Engine GPH	Vac-Con Pony Motor GPH	Fuel Saving for Jetting GPH	Gas Price	Fuel Savings Per Hour	Fuel Savings Per 8 hr Day	Work Days Per Year	Fuel Savings Per Year
20	5	15	\$3	\$45	\$360	261	\$93,960
19	5	14	\$3	\$42	\$336	261	\$87,696
18	5	13	\$3	\$39	\$312	261	\$81,432
17	5	12	\$3	\$36	\$288	261	\$75,168
16	5	11	\$3	\$33	\$264	261	\$68,904
15	5	10	\$3	\$30	\$240	261	\$62,640
14	5	9	\$3	\$27	\$216	261	\$56,376
13	5	8	\$3	\$24	\$192	261	\$50,112
12	5	7	\$3	\$21	\$168	261	\$43,848

\*This chart is estimated based on current fuel prices when created.

\* This chart is based off of 261 work days per year with 8 hours per work day.





**RED**  
EQUIPMENT, LLC

Section , Item 3.

## Special Warranty & Training Extension For the City of Arkansas City, KS:

Red Equipment, LLC is proud to extend an added measure of long-term value and confidence to the City by offering a complimentary upgrade from the standard 10-year warranty to a lifetime warranty on the fresh water tanks when purchasing a new Vac-Con combination machine. This commitment is paired with free lifetime training for City team members, ensuring operators and supervisors always have access to the knowledge, best practices, and hands-on support needed to operate safely and effectively—today and for years to come. This offering reflects Red Equipment's dedication to standing behind both the equipment we represent and the public servants who rely on it, reinforcing our role as a trusted, service-first partner invested in uptime, stewardship of public funds, and the long-term success of the community.

RED EQUIPMENT



**Vince Salmond**

Account Manager

816.800.1265

VINCE@REDEQUIPMENTCO.COM

WWW.REDEQUIPMENTCO.COM

1150 S STERLING AVE, INDEP 38 064054

 VAC-CON  
MORE POWER TO YOU

 RAVO  
FAYAT GROUP

 Dominicam  
EGHOLM

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 enz usa inc.  
 CrewPlex

**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE DESCRIPTIONS & WARRANTY COVERAGE TABLES**  
**FREIGHTLINER SD VOCATIONAL COVERAGE**

## Freightliner SD Vocational Coverage



<i>SD Vocational Coverage is not available for vehicles in these vocations:</i>	<i>Logging, Mining, Oil field</i>
<b>Category Determinants</b>	
Road Surface- most severe in-transit between sites	<30% off-highway Rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D Roads)
GCW	92,000 lb/41 730 kg or less
Engines	Cummins ISB, ISC, or ISL engines only
<b>Axles and Their Manufacturer's GVW Rating</b>	
2-axle unit	46,000 lb/20 865kg or less
3-axle unit	66,000 lb/29 937kg or less
4-axle unit	N/A
5-axle unit	N/A

FTL SD Vocational Coverages		
Description	Time <sup>a</sup>	Distance <sup>a</sup>
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010 <sup>b</sup>	5 Years	100,000 mi/161 000 km
Drivetrain	2 Years	Unlimited
Frame Rails	5 Years	Unlimited
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited

a. Time or distance, whichever comes first

b. Applies to vehicles equipped with EPA 2010 compliant diesel engines



## General Warranty

**Specific written warranty statement provided with each new truck shall take precedence over this or any other warranty statement.**

### COVERAGE:

VAC-CON, as seller, warrants Combination Sewer Cleaning, Xcavators, and Hot Shot equipment manufactured by it, bearing its name shall be free from defects in material, and workmanship, under normal use and service as determined by us, for a period of (12) twelve months from the date of delivery to the first retail purchaser.

VAC-CON, as seller, warrants all Industrial Vacuum Machine equipment manufactured by it, shall be free from defects in material and workmanship, under normal use and service as determined by us, for a period of (6) six months from the date of delivery to the first retail purchaser.

Should any equipment or part of such equipment sold hereunder prove to be defective in material or workmanship within said period, and be returned to Seller's factory no later than 15 days after the expiration date of the warranty, transportation charges prepaid by the Buyer, and upon examination be found to be defective, such part will be replaced at the factory by the Seller free of charge, but the Seller shall be under no further liability in respect to such warranty. It is expressly understood that the Seller's liability is limited to furnishing of such replacement parts within a reasonable length of time and that the Seller will not be liable for any damages, losses or expenses arising in connection with the use of or inability to use the unit(s), including but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of vehicle use. Buyer shall be responsible for the payment of duties or taxes on warranty parts, if applicable. The Seller shall be under no liability because of normal wear and tear of operation or maintenance contrary to the manufacturer's official Operator's Manual. The Buyer accepts any liability for damage or injury resulting from the removal or alteration of safety guards and safety precautions provided on the unit at the time of delivery. This warranty shall not apply and VAC-CON shall have no liability under it or otherwise if accident, careless handling, or improper applications shall have injured the unit or if any repairs have been made to the unit by other than VAC-CON, its agents or employees.

Warranties covering major components not of VAC-CON manufacture (power plants, hydraulics, trucks, vacuum compressors, transmissions, electrical components, batteries, tires, etc.) are warranted by their respective manufacturers.

We give no warranty express or implied, as to description, quality, productiveness or any other matter and the Buyer hereby waives the right of refusal and return of the goods which is usually connected with non-warranty.

It is the sole responsibility of the purchaser to use this equipment in an appropriate application and a safe manner. VAC-CON assumes no responsibility or liability for its misuse.

### FIVE (5) YEAR WARRANTY:

VAC-CON warrants that the fan blades, auxiliary engine water pump drive components (excluding engine and pump) and debris tank shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for a period of sixty (60) months (not pro-rated) from the date the unit is first placed into service.

**Lifetime WARRANTY:**

VAC-CON warrants that the fresh water tanks two hundred and eighty five (285) gallon capacity and less shall be free from defects in material and workmanship, under normal use and service as determined by the manufacturer, for a Lifetime period (not pro-rated) from the date the unit is first placed into service.

**HOT SHOT WATER TANKS:**

One (1) YEAR WARRANTY: VAC-CON warrants that the fresh water tank shall be free from defects in material and workman- ship, under normal use and service as determined by the manufacturer, for a period of twelve (12) months (not pro-rated) from the date the unit is first placed into service

This warranty is not transferable.

**WARRANTY REGISTRATION:**

Warranty must be registered with Vac Con upon delivery to the first retail purchaser in order to be in effect. Failure to do so will result in the original invoice date becoming the inception date of warranty coverage. Vac Con is not responsible or liable for loss of warranty coverage due to failure to register the warranty in a timely manner.

**SPECIFIC EXCLUSIONS:**

Normal and routine maintenance as specified in the specific manuals as indicated by the manufacturer's official Operator's Manual. Travel time, meals, lodging, transportation expenses, rental units, and work unrelated to a covered event. Certain parts are deemed consumable or expendable items. These parts are consumed with routine usage of the equipment and are not covered by equipment warranty. Excluded items include, but are not limited to: Nozzles, Nozzle skids, Sewer Cleaning Hoses, Ball Valves, Gate Valves, Knife Valves, Needle Valves, Hose Guides, Rotary Unions, Hand Guns, Unloader Valves, Water System Relief Valves, Hydrant Fill Hoses, Water Pump Packings, Water Pump Check Valves, all Belts, Vacuum Hoses, Boom Suction Elbows, Telescoping Boom Tubes, Suction Tubes, Catch Basin Tubes, Tube Clamps, Rear Door Wear Plate, Lay Flat drain hoses, All Bearings, All Seals and Gaskets, All Fluids, All Filters, Fuses, Electrical Switches, Electric bulbs and lenses.

**LIMITATIONS:**

Warranty claims must be filed within thirty (30) calendar days from date of repair. Claims submitted more than forty-five (45) days after date of repair, labor will not be considered. Claims submitted more than ninety (90) days after date of repair will not be considered.

## INVITATION TO BID

Sealed bids for furnishing equipment, and delivering a new unused Combination Jet/Vacuum Truck, FOB, City of Arkansas City, Kansas or a 2025 Demonstrator Model, will be received at the office of the City Clerk , Arkansas City, Kansas or via online submission, until 3:00 p.m. on January 23, 2026 at which time the bids will be opened publicly, at the office of the City Clerk, 118 W. Central, and read aloud. Bids received after said time will be returned unopened.

Copies of the purchase specifications are on file and available for public inspection at the following office:

Kyle Blubaugh, Environmental Superintendent  
City of Arkansas City  
2929 N. 2<sup>nd</sup> Street  
Arkansas City, KS 67005  
(620) 441-4484

A bidder may withdraw any bid they have submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

The City of Arkansas City reserves the right to reject any or all bids and to waive any irregularities therein.

Please address outside of envelope as:

Kyle Blubaugh  
(attn. city clerk)  
City of Arkansas City  
P.O. Box 778  
Arkansas City, KS 67005

### **Combination Jet/Vacuum Truck Bid (Dealer Name) – Environmental Services**

Or

Submit the bid document to the attached link

[https://arkansascityks-my.sharepoint.com/:f/g/personal/kblubaugh\\_arkansascityks\\_gov/IgAGZCdff29HTrrEHfkGUplOAcQ-YaZF85xqzYPJqX54TbA](https://arkansascityks-my.sharepoint.com/:f/g/personal/kblubaugh_arkansascityks_gov/IgAGZCdff29HTrrEHfkGUplOAcQ-YaZF85xqzYPJqX54TbA)

Please address file as:

### **Combination Jet/Vacuum Truck Bid (Dealer Name) – Environmental Services**

## **GENERAL REQUIREMENTS**

### **GENERAL**

These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer's representative bidding.

It will be necessary for all successful bidders to furnish all necessary and desirable information and instructions for the proper operation of the equipment by the employees of the City. The City reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the contract as Council deems to be in the best interest of the City.

### **DISCREPANCIES LISTED**

Should any bidder have deviations from these specifications in their bid and cannot meet every requirement of these specifications, they shall submit a letter and attach it to the bid, explaining the deviation. Failure to do so will cause the bid to be rejected as being non-responsive.

### **MODEL**

The bid submitted shall be for a new and unused current year model. All equipment included with the vehicle shall be new. If a 2025 demonstrator model is bid, all equipment shall be included as demonstrator was equipped.

### **FEDERAL AND STATE TAXES**

The City of Arkansas City's Wastewater Utility is exempt from Federal and State Taxes. Tax-Exempt Entity Exemption Certificate available.

### **GUARANTEE**

The bidder shall guarantee the vehicle against failure due to defective material and workmanship. The vehicle must be repaired at the bidder's expense within this period when such action is necessary for the reasons stated above.

**NOTE:** Standard Manufacturer's Warranty??? Please Describe.

## BID FORM

To the Mayor and City Commissioners  
Arkansas City, Kansas

1. The undersigned, in compliance with your invitation to bid for furnishing, equipping and delivering a new current year Combination Jet/Vacuum Truck or a 2025 Model Demonstrator, FOB, City of Arkansas City, Kansas, having examined the purchase specifications and being familiar with all of the conditions surrounding the furnishing of this equipment and accessories in accordance with the purchase specifications at the price stated below. This price shall cover all expenses incurred in performing the work required under the documents and of which this proposal is a part:

BID PRICE OF:

New Equipment Price      \$ \$559,000.00  
2025 Demonstrator      \$ N/A  
Total Cost to City      \$ \$559,000.00

Manufacturer of Equipment Bid:

**Vac-Con Inc**

Model of Equipment Bid:

2. The undersigned finally proposes to deliver the equipment, complete with all accessories, FOB, City of Arkansas City, Kansas, no later than

July 31, 2026.

3. Standard Manufacturer's Warranty. Please describe, briefly.

**Please see attached document**

4. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Signed this 23rd day of January, 20 26.

Bidder Red Equipment LLC

Address 1150 S Sterling ave

Independence, MO 64054

By (print) Sarah Linn

(signature) Sarah Linn

Title Sales Manager

## AIR/VAC SYSTEM

Yes No

### Positive Displacement Blower (PD) / Centrifugal Fan System

Vacuum Pump Roots Type rotary lobe positive displacement.....( ) ( X ) \*NA - 3 Stage Fan

Vacuum Pump capable of vacuums from 0" to 15" Hg.....( ) ( X ) \*NA - 3 Stage Fan

Three stage fan centrifugal compressor.....( X ) ( )

Vacuum capable from 0 to 3,500 CFM .....( X ) ( ) \*Exceeds 7500 CFM

Corrosion-resistant construction.....( X ) ( )

### General Requirements

Vacuum Pump or Compressor driven by chassis engine.....( X ) ( )

Vacuum Pump or Compressor driven by auxiliary engine.....( ) ( X )

Vacuum Pump or Compressor protected by a separator w/cleanout box .....( X ) ( )

Vacuum Relief Valves capable of handling the full air flow.....( X ) ( )

Exhaust Silencer.....( X ) ( )

## DEBRIS TANK

Cylindrical Design.....( X ) ( )

Min. 8 Cubic yds. / Max. 10 Cubic yds.....( X ) ( )

Dumping minimum 45° .....( X ) ( ) \*Exceeds 55 degrees

Hydraulic Power up/down cylinder.....( X ) ( )

Self-aligning replaceable closure seal .....( X ) ( )

Top hinged full opening rear door .....( X ) ( )

Debris deflector plate .....( X ) ( )

Strainer for rear door drain .....( X ) ( )

Mechanical rear door locks.....( ) ( X )

Hydraulic rear door locks .....( X ) ( )

Rear door open/close hydraulic cylinder with positive locking system.....( X ) ( )

6" rear drain valve with knife valve.....( X ) ( )

6" X 10' lay flat drain hose .....( X ) ( )

\*Debris body washout .....( X ) ( ) \* 8 High Pressure Cleaning Jets

### BOOM

	Yes	No
Top Mounted .....	(X)	( )
Minimum 210 degree hydraulic rotation .....	( X)	( )
		*Exceeds 270 degrees
Portable pendant .....	( X)	( )
Extends a minimum of 10' to a minimum 25' total.....	( X)	( )
Powers up and down.....	( X)	( )
Quick open cleanout.....	( X)	( )
8" heavy duty rubber intake hose .....	( X)	( )

### WATER SYSTEM

High pressure water pump delivering continuous pressure and flow .....	( X)	( )
Minimum 50 gpm @ 2500 psi.....	( X)	( )
		* Exceeds 50 @ 3000 PSI
Pressure relief valve .....	( X)	( )
Water flow control valve .....	( X)	( )
Wash-down gun connection .....	( X)	( )
Wash-down gun w/ 35' of hose .....	( X)	( )
800 psi relief valve .....	( X)	( )
Suction strainer.....	( X)	( )
* Winter Recirculation .....	( X)	( )
* Air purge system .....	( X)	( )

### WATER TANKS

Minimum 1000 gallons capacity .....	( X)	( )
Saddle tanks independent of debris tank .....	( X)	( )
Water tanks constructed of non-corrosive non-metallic material .....	( X)	( )
		* Lifetime Warranty
Anti-syphon air gap protected .....	( X)	( )
Curb side fill.....	( X)	( )
Removable inspection covers .....	( X)	( )

Minimum one water level indicator.....( X) ( ) \* **Digital**

### HOSE REEL

Yes      No

Front or rear mounted hose reel, frame mounted.....( X) ( ) \* **Front**

Min. 180° articulation .....( X) ( ) \* **Exceeds covers 70 sqft in front of**

Minimum capacity 1000' of 2500 psi 3/4" hose .....( X) ( ) **truck from cab**

1000' of 2500 psi 3/4" hose provided .....( X) ( )

Positioning lock .....( X) ( ) \* **Exceeds infinite locking positions**

Water pressure gauge .....( X) ( ) \* **Digital**

Tachometer .....( X) ( ) \* **Digital**

Hose level wind with counter .....( X) ( ) \* **Digital Counter**

Level wind mechanically or hydraulically synchronized to reel rotation .....( X) ( ) \* **Hydraulically capability to move independently for maintenance**

Hydraulically driven hose reel with smooth variable speed control for smooth payout and retrieval under load .....( X) ( )

Primary controls positioned to be operable from either side of the reel .....( X) ( )

Engine throttle .....( X) ( )

### ACCESSORIES

7 - 8" diameter aluminum tubes with male/female fittings, clamps & gaskets .....( X) ( ) \* **Optioned**

Three (3) 8' in length .....( X) ( )

One (1) 7' in length .....( X) ( )

Two (2) 5' in length .....( X) ( )

One (1) 3' in length .....( X) ( )

One (1) 6' intake tube .....( X) ( )

Folding curb side vacuum tube pipe rack .....( X) ( )

Rotating vacuum tube pipe rack .....( X) ( )

15° nozzle .....( X) ( )

35° nozzle .....( X) ( )

Manhole hose guide .....( X) ( )

Tool box .....( X) ( ) \* **Long Handle Storage - Pass through Box**

Mud flaps.....( X) ( )  
Two Operation, Parts & Service Manuals (Unit & Truck).....( X) ( )  
Hydro-excavation Kit .....( X) ( )  
\*Cone Racks.....( X) ( )

### TRUCK

	Yes	No
2025 model or newer conventional chassis .....	( X)	( )
		*2026
4x2 single rear axle, conventional cab.....	( X)	( )
Min. 33,000 lbs. / Max. 40,000 lbs. GVWR.....	( X)	( )
		*Exceeds 43,000 GVWR
Diesel engine minimum 300 HP.....	( X)	( )
		*Exceeds 370 HP
Allison automatic transmission .....	( X)	( )
Engine after treatment device (DEF).....	( X)	( )
Diesel Exhaust Fluid tank minimum 6 gallons.....	( X)	( )
Fuel tank minimum 60 gallons.....	( X)	( )
		*Exceeds 100 gallons
Auxiliary engine to allow independent operation of water system.....	( X)	( )
* Chest level remote grease cert station .....	( X)	( )
Heater, defroster & air conditioner.....	( X)	( )
Fuel gauge .....	( X)	( )
Coolant temperature gauge.....	( X)	( )
Transmission temperature gauge.....	( X)	( )
Engine & trip hour meters .....	( X)	( )
Oil pressure gauge.....	( X)	( )
Odometer/trip/hour/diagnostic/voltage display .....	( X)	( )
Sun visors .....	( X)	( )
Delay windshield wipers .....	( X)	( )
AM/FM radio .....	( X)	( )
*Rear backup camera .....	( X)	( )

\*Safety Lighting

- LED boom lights w/ guard.....( X) ( )
- LED rear mounted lights w/ guard.....( X) ( )
- LED bumper strobes .....( X) ( )
- LED hose reel lights.....( X) ( )
- LED midbody lights w/ guard.....( X) ( )
- LED midbody strobes .....( X) ( )

### **POTENTIAL BIDDERS LIST**

Kevin Hilgendorf  
Elliott Equipment Company  
14001 Botts Road  
Grandview, MO 64030

Nate Miller  
Key Equipment  
6716 Berger Ave  
Kansas City, KS 66111

Vince Salmond  
Red Municipal & Industrial Equipment Co.  
1150 S. Sterling Ave  
Independence, MO 64054

Justin Hanson  
Armor Equipment  
450 N. Lindenwood Dr  
Olathe, KS 66062

James Patchen/Brian Fleck  
Holt Truck Centers  
1735 W. Reno Ave.  
Oklahoma City, OK 73106



## Bid Summary

Project: Combination Jet/Vacuum Truck

Dept: Environmental Services

Opening: January 23, 2026, 3:00 PM City Clerk's Office

Bid No.	Bidder	Type	Total
1	Elliott	Freightliner	\$ 497,322.00
2	Armor Equipment	Freightliner	\$ 519,576.18
3	Key	2025 Demonstrator	\$ 512,500.00
4	Key	International	\$ 522,500.00
	Key	Freightliner	\$ 526,000.00
5	Key	International	\$ 505,000.00
	Key	Freightliner	\$ 512,000.00
6	Holt	International	\$ 572,034.00
7	Red Equipment	Freightliner (Pro)	\$ 559,000.00
8	Red Equipment	Freightliner (Non-Pro)	\$ 534,792.00

*Note: This summary of bids worksheet is for comparison purposes only by the reviewer. The project will be awarded in accordance with the bid specifications.*

Staff Attendance: The City Clerk Tiffany Parsons, City Manager Randy Frazer, & Environmental Services Superintendent Kyle Blubaugh



## City Commission Agenda Item

Meeting Date: February 3, 2026

From: Randy Frazer, City Manager

Item: SS4A - 2024 Safe Streets and Roads for All Grant Agreement

**Motion:** A Resolution authorizing the City Manager to execute the Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Grant Agreement with the U.S. Department of Transportation, Federal Highway Administration, and to take any actions necessary to implement the agreement. (**Voice Vote**)

**Background:** In Fiscal Year 2024, the City of Arkansas City applied for and was awarded a Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant through the U.S. Department of Transportation, Federal Highway Administration. This grant will fund the development of the City's first Comprehensive Safety Action Plan (CSAP).

The purpose of the CSAP is to analyze crash data, identify locations experiencing fatal and serious-injury crashes, evaluate contributing factors, and establish a prioritized set of strategies to improve transportation safety throughout the community. The planning process will also include public engagement and coordination with community stakeholders to ensure the Action Plan reflects local needs and conditions.

The grant agreement formalizes the federal award and establishes the terms and conditions under which the funds will be administered. The agreement identifies a total project cost of \$300,000, consisting of a \$240,000 federal share and a \$60,000 non-federal match. The non-federal match will be provided through \$57,000 in BUILD Kansas grant funding and \$3,000 in in-kind contributions. No additional local cash match is required.

The grant period is 24 months, and the final Comprehensive Safety Action Plan must be made publicly available by September 30, 2027. Approval of this item authorizes the City Manager to execute the grant agreement and proceed with project implementation, including consultant procurement, public engagement, and compliance with all applicable federal requirements.

### **Commission Options:**

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

### **Fiscal Impact:**

- Federal Share: \$240,000
- Non-Federal Match:
  - \$57,000 BUILD Kansas grant funding
  - \$3,000 in-kind contributions
- Total Project Cost: \$300,000

There is no additional General Fund impact associated with approval of this agreement beyond administrative oversight.

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution & SS4A FY24\_Arkansas City KS (693JJ32640376) (002)

### **Approved for Agenda by:**

A handwritten signature in black ink, appearing to read "Randy Frazer".

Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND TO TAKE ANY ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT.**

**WHEREAS**, the City of Arkansas City applied for and was awarded a Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant through the United States Department of Transportation, Federal Highway Administration, to fund the development of the City's first Comprehensive Safety Action Plan (CSAP); and

**WHEREAS**, the Comprehensive Safety Action Plan will analyze crash data, identify locations experiencing fatal and serious-injury crashes, evaluate contributing factors, and establish a prioritized set of strategies to improve transportation safety throughout the community, including public engagement and coordination with community stakeholders; and

**WHEREAS**, the SS4A Grant Agreement establishes a total project cost of \$300,000, consisting of a \$240,000 federal share and a \$60,000 non-federal match to be provided through \$57,000 in BUILD Kansas grant funding and \$3,000 in in-kind contributions, with no additional local cash match required; and

**WHEREAS**, the grant period is 24 months, and the final Comprehensive Safety Action Plan must be made publicly available by September 30, 2027. Approval of this item authorizes the City Manager to execute the grant agreement and proceed with project implementation, including consultant procurement, public engagement, and compliance with all applicable federal requirements.

**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, Kansas, hereby authorizes the City Manager to execute the Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Grant Agreement with the U.S. Department of Transportation, Federal Highway Administration, and to take any actions necessary to implement the agreement.

**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 3rd day of February 2026.

(Seal)

\_\_\_\_\_  
Tad Stover, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

Tiffany Parsons, City Clerk

DRAFT

**1. Federal Award No.**

693JJ32640376

**4. Award To**

City of Arkansas City  
 118 W Central Ave.  
 Arkansas City, KS 67005

Unique Entity Id.: SLCBWNQNCJF7

TIN No.: 48-6005477

**6. Period of Performance**

Effective Date of Award – 24 months

**8. Type of Agreement**

Grant

**10. Procurement Request No.**

HSA250667PR

**12. Submit Payment Requests To**

See Article 5.

**14. Description of the Project**

This award will be used by Arkansas City, Kansas to develop a Safety Action Plan. The goal is to identify locations where vehicle accidents are occurring, evaluating why crashes are occurring in these locations and coming up with ways to address these issues to help eliminate fatal and serious injury crashes all together.

**RECIPIENT****15. Signature of Person Authorized to Sign**

Signature

Name: Randy Frazer

Title: City Manager

Date

**FEDERAL HIGHWAY ADMINISTRATION****16. Signature of Agreement Officer**

Signature

Name: Hector R. Santamaria

Title: Agreement Officer

Date

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Arkansas City, Kansas (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safe Streets 4 All Arkansas City

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IJJIA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2**  
**APPLICATION, PROJECT, AND AWARD**

Section , Item 1.

**2.1 Application.**

**Application Title: Safe Streets 4 All Arkansas City**

**Application Date: 08/29/24**

**2.2 Award Amount.**

**SS4A Grant Amount: \$240,000**

**2.3 Federal Obligation Information.**

**Federal Obligation Type: Single**

**2.4 Budget Period.**

**Budget Period: See Block 6 of Page 1**

**2.5 Grant Designation.**

**Designation: Planning and Demonstration**

**ARTICLE 3**  
**SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase.

Planning and Demonstration Narrative:

This grant presents an opportunity for Arkansas City to develop its first Comprehensive Safety Action Plan (CSAP). to identify locations where vehicle accidents are occurring, evaluating why crashes are occurring in these locations and coming up with ways to address these issues to help reduce fatal and serious injury crashes all together. A list of crash locations will be prioritized based on need and feasibility to address the present issues. Another big component of this project will be based on the new development that is coming into the city and we will be looking for potential locations to preemptively address any safety concerns that may result in fatal or serious injury crashes. This process will determine the best course of action to help determine potential crash sites, these could possibly include the use of traffic studies and traffic demand modeling.

We anticipate our engagement process for the development of the CSAP to involve the formation of an Action Plan Steering Committee that would consist of city staff and other involved community organizations. This steering committee will regularly meet with staff and consultants for updates and feedback concerning the status of the CSAP. Additional tools include the use of City Social media accounts, printed materials in English and Spanish, public presentations, local television/radio PSA's and direct outreach in schools/churches.

### 3.2 Project's Estimated Schedule.

Section , Item 1.

#### Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	September 30, 2027
Planned SS4A Final Report Date:	November 30, 2027

### Project's Estimated Costs.

#### (a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$240,000
Other Federal Funds:	
State Funds*:	\$57,000
Local Funds:	\$3,000
In-Kind Match:	
Other Funds:	
Total Eligible Project Cost:	\$300,000

\*Matching funds provided by Kansas Infrastructure Hub are not pass through funds sourced from the US Department of Transportation.

#### (b) Reserved

#### (c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### CONTACT INFORMATION

Section , Item 1.

#### 4.1 Recipient Contact(s).

Josh White  
Community Development Director  
City of Arkansas City  
118 W. Central Ave, Arkansas City, KS. 67005  
620-441-4427  
[jwhite@arkansascityks.gov](mailto:jwhite@arkansascityks.gov)

#### 4.2 Recipient Key Personnel.

Name	Title or Position
Tad Stover	Mayor

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42,  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Kansas  
Agreement Officer's Representative (AOR)  
6111 SW 29<sup>th</sup> Street, Suite 100  
Topeka, KS 66614  
785-273-2600  
[hdaks@dot.gov](mailto:hdaks@dot.gov)

and

Edward N. Thornton, P.E.

## **ARTICLE 5** **USDOT ADMINISTRATIVE INFORMATION**

### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment. Section , Item 1.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6** **SPECIAL GRANT TERMS**

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

**6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

Section , Item 1.

**Study Area:** Arkansas City, Kansas

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B**  
**CHANGES FROM APPLICATION**

Section , Item 1.

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope:**

**Schedule:**

**Budget:**

The table below provides a summary comparison of the project budget.

<b>Fund Source</b>	<b>Application</b>		<b>Section 3.3</b>	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
<b>Total Project Costs</b>				

## ATTACHMENT C

*Section , Item 1.*

[RESERVED]

## ATTACHMENT D

*Section , Item 1.*

[RESERVED]

**ATTACHMENT E**  
**LABOR AND WORKFORCE**

Section , Item 1.

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
x	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
x	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The Safe Streets for All (SS4A) Action Plan is a planning-level effort focused on data analysis, stakeholder engagement, and development of a Comprehensive Safety Action Plan (CSAP). While this phase does not include construction activities, the CSAP will directly inform future transportation safety capital projects that are anticipated to create good-paying jobs and will be delivered in compliance with applicable federal, state, and local labor standards.

As part of the planning process, the City and its consultant team will partner with community and workforce organizations to support development of workforce strategies that align future investments with local workforce capacity. This includes engagement with local educational and workforce entities, such as Cowley College, to help identify relevant skill sets, training pathways, and workforce needs associated with transportation safety planning, engineering, and construction. The project team will also seek opportunities to provide outreach, data collection, and analysis, and to position local firms for participation in future implementation projects resulting from the CSAP, all of which will be subject to strong labor standards.

Section , Item 1.

**ATTACHMENT F**  
**CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

**ATTACHMENT G**

[RESERVED]

*Section , Item 1.*



## City Commission Agenda Item

Meeting Date: February 3, 2026  
 From: Randy Frazer, City Manager &  
                   Crystal Hinnen, Ranson Financial  
 Item: Accept Commerce Small Cities CDBG Funds Grant  
                   Award Contract No. 25-PF-027 - Wilson Park  
                   Playground

**Motion:** A Resolution accepting a Kansas Small Cities Community Development Block Grant Award for park improvements, authorizing the Mayor and City Clerk to sign and seal Grant Agreement No. 25-PF-027 and attachments. **(Voice Vote)**

**Background:** The Kansas Department of Commerce has awarded the City of Arkansas City a \$628,728 Community Development Block Grant (CDBG) for park improvements, following approval of Resolution 2025-10-3768 certifying legal authority to apply.

This is another step as part of the Small Cities CDBG Program that requires the Mayor and City Clerk to sign, attest and seal the enclosed grant agreement. This resolution authorizes Mayor Tad Stover and City Clerk to sign, seal and attest submit the contract.

The total estimated project cost is \$785,910, consisting of a CDBG grant request of \$628,728 and an applicant contribution of \$157,182. The applicant contribution includes \$50,000 from the V.J. Wilkins Foundation Grant, \$87,572 in CIP Playground Equipment funds, and \$19,610 in in-kind work.

### **Commission Options:**

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

### **Fiscal Impact:**

**\$785,910 Total Estimated Project Cost.** Amount broken down by funds below.

#### **Amount: \$628,728 CDBG Grant Request**

Fund: Expenses will flow through CIP Fund. Grant will reimburse CIP Fund

#### **Amount: \$50,000 V.J. Wilkins Grants**

Fund: Expenses will flow through CIP Fund. Grant will reimburse CIP Fund.

#### **Amount: \$87,572 CIP Playground Equipment**

Fund: 01 – General Fund      Dept: 530 – Parks & Facilities      Expense Code: 7402 – Capital Improvement

#### **Amount: \$19,610 In-Kind Work (Salaries)**

Fund: 01- General Fund      Dept: 530 – Parks & Facilities      Expense Code: 5100 – Salaries

Included in budget       Grant       Bonds       Other Not Budgeted

**Attachments:** Resolution, Award/Condition Letter, Playground Example, Contract No. 25-PF-027, Harassment Policy, & Budget Form as provided by CDBG.

**Previously adopted Resolution, Ordinance and/or Change Order:**

*Section , Item 2.*

- Resolution No. 2025-10-3768 Certifying Legal Authority to Apply CDBG Ranson Wilson Park Playground Grant - 10-21-2025
- Resolution No. 2025-10-3769 Assuring Funds CDBG Ranson O&M Resolution Wilson Park Playground – 10-21-2025

**Approved for Agenda by:**



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Randy Frazer, City Manager

**RESOLUTION NO. 2026-02-\_\_\_\_\_****A RESOLUTION ACCEPTING A KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT AWARD FOR PARK IMPROVEMENTS, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN AND SEAL GRANT AGREEMENT NO. 25-PF-027 AND ATTACHMENTS.**

**WHEREAS**, The City of Arkansas City has been awarded a \$628,728 Community Development Block Grant (CDBG) from the Kansas Department of Commerce for park improvements, following approval of Resolution 2025-10-3768 certifying legal authority to apply; and

**WHEREAS**, the City will contribute the required additional \$157,182 in local matching funds, consisting of \$19,610 for in-kind services, \$27,182 from the special recreation fund, and \$130,000 from the Capital Improvement Program for playground equipment at Wilson Park, bringing the total project budget to \$785,910; and

**WHEREAS**, under the terms of Grant Agreement No. 25-PF-027, the project will commence on February 1, 2026, and be completed by January 31, 2028.

**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, Kansas, hereby authorizes the City of Arkansas City, Kansas to accept a Kansas Small Cities Community Development Block Grant Award for park improvements, authorizing the Mayor and City Clerk to sign and seal Grant Agreement No. 25-PF-027 and attachments.

**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 3<sup>rd</sup> day of February 2026.

(Seal)

---

Tad Stover, Mayor

ATTEST:

---

Tiffany Parsons, 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 Resolution No. 2026-02-\_\_\_\_ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on February 3, 2026, as the same appears of record in my office.

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

Tiffany Parsons, City Clerk

Department of Commerce  
915 SW Harrison St., Suite 250  
Topeka, KS 66612-1354

David C. Toland, Secretary



Phone: (785) 296-3481  
Fax: (785) 296-5055  
[KansasCommerce.gov](http://KansasCommerce.gov)

Laura Kelly, Governor

December 19, 2025

The Honorable Chad Beeson  
Mayor, City of Arkansas City  
118 West Central Avenue  
PO Box 778  
Arkansas City, KS 67005

**RE: Award/Condition Letter for CDBG Grant No. 25-PF-027 Contract**

Dear Mayor Beeson:

On behalf of Governor Laura Kelly, I am pleased to award the City of Arkansas City a grant of \$628,728 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of \$157,182, the total estimated project cost will be \$785,910. This award will provide a portion of the needed funding for your park improvement project.

A Grantee Workshop will be held via Zoom for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process and will need to have one person from the City to represent them. The workshop will be held Tuesday, January 20, 2026, from 1:00 p.m. to 3:00 p.m. You can sign up for the workshop at this link: [CDBG Grantee Workshop Sign Up.](#)

The CDBG funds awarded to you are contingent upon the State's receipt of funding from the U.S. Department of Housing and Urban Development. Representatives from Commerce will contact you soon to guide you through the steps required to finalize the contract between the City and the State. Please note that this award is subject to the successful fulfillment of all applicable contractual requirements.

The official start date for this award is **February 1, 2026. Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

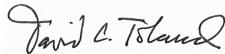
The Honorable Chad Beeson  
Mayor, City of Arkansas City  
December 19, 2025  
Page 2

**The project's construction contract must be awarded within one year from the contract start date of February 1, 2026. Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.**

We look forward to assisting you in implementing this project. If you have any questions related to this award, please contact Ginny Eardley of the CDBG staff at (785) 230-6319.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,



David C. Toland  
Lt. Governor/Secretary of Commerce

DT:GE:cav

STATE OF KANSAS  
DEPARTMENT OF COMMERCE  
GRANT AGREEMENT NO. 25-PF-027  
City of Arkansas City

Section , Item 2.

**I. Grant Agreement**

A. This Grant Agreement (the “Agreement”) is between the State of Kansas, Department of Commerce (the “Department”) and the **City of Arkansas City**, Kansas, (the “Grantee”). The following documents are hereby incorporated by reference into this Agreement: 1.) Condition Letter, Attachment A, 2.) Federal Conditions, Attachment B, 3.) the Grantee’s Approved Project Application dated **DECEMBER 19, 2025**, Attachment C, and 4.) the Grantee Handbook, Attachment D, located at <https://www.kansascommerce.gov/wp-content/uploads/2024/11/2024-GRANTEE-HANDBOOK-10-29-2024-update.pdf>.

**II. Authority**

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended, 42 USC 5301 et. seq., (the “the Federal Act”). As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the Community Development Block Grants federal program.

B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee’s Community Development project as described in the Approved Project Application (the “Project”).

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

The Grantee agrees to complete the Project or cause to be performed, the work required to complete the Project.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **FEBRUARY 1, 2026**, (the “Commencement Date”) and shall be complete on **JANUARY 31, 2028** (the “Completion Date”) except those activities required for close-out and final audit.

**V. Compensation**

A. In consideration of the Grantee’s satisfactory performance of the work required under this Agreement and the Grantee’s compliance with the terms of this Agreement, the Department shall provide the Grantee an amount not to exceed **\$628,728** in Community Development Block Grant funds (the “Grant Funds”). The Grantee shall use the Grant Funds for the Project in accordance with the activities listed and budgeted in the Approved Project Application and the Contract Project Budget Form.

B. In addition, the Grantee shall provide **\$157,182** in other sources of funds to the Project (the “Matching Funds”) and such funds shall be used by the Grantee in accordance with the activities and budget on the Approved Project Application.

C. Any additional funds required to complete the Project set forth in this Agreement that exceed the Grant Funds amount will be the sole responsibility of the Grantee.

D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from state revenues.

E. It is hereby agreed that the Grant Funds committed to be provided by the Department are conditioned upon the availability and use of the Matching Funds. In the event any portion of the Matching Funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or are not used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the Grant Funds to be provided to the Grantee.

F. The Grantee shall not anticipate future funding from the Department beyond the terms of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the Completion Date.

**VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

**VII. Obligations of Grantee**

- A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the Federal Act. Any contracts entered into by the Grantee and other third parties to complete the Project may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the Federal Conditions, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the Project being funded under this Agreement.
- D. The Grantee shall require any third party to comply with all federal requirements as described in the Federal Conditions, and any other applicable federal and state requirements necessary to ensure that the Project is carried out and completed in accordance with this Agreement and the Federal Act.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the Condition Letter.

**VIII. Program Costs**

- A. The Grantee may only incur Project costs that are reasonable and necessary and are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and under 2 CFR Part 200. Any Project costs not specifically authorized in the Approved Project Application may only be incurred after receiving written approval by the Department.
- B. Matching Funds must adhere to the criteria as described in the Department's Procedures.
- C. The total "CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.
- D. The Grantee shall not incur costs associated with the Project until the Environmental Review has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any activities performed by the Grantee in relation to the Project in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with the Project, or to otherwise pay for any Project costs incurred during such period. However, upon execution of this Agreement, Project costs incurred during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. The Grant Award may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. The Department may review all Project costs incurred by the Grantee and all payments made at any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are not described in the Approved Project Application and shall inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

## IX. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than \$3,000 and in no more than \$200,000. Requisitions greater than \$200,000 must be pre-approved by the Department.
- B. The Grantee shall establish procedures to ensure that the Grant Funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from a contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

## X. Depositories for Program Funds

- A. The Grantee shall maintain a Grantee depository account that is a separate account for money received under the Community Development Program (the "Program"). The only funds that shall be included in this account are:
  - 1. The Grant Funds received from the Department.
  - 2. Program income earned through Program activities.
- B. Any interest earned on the Grant Funds shall be remitted to the Department for subsequent return to the United States Treasury.

## XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the Program;
  - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved Program project;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Department;
  - 6. Compliance with the audit requirements under 2 CFR Part 200, Subpart F; and
  - 7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

## XII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Project, including those of contractors and subcontractors, to assure that all Program requirements are being met.
- B. The Grantee shall submit Quarterly Progress Reports to the Department on or before ten (10) days after the end of each quarter. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Progress Report no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of this Agreement.

**XIII. Procurement Procedures**

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws, rules and regulations.
- B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured only with local funds shall be governed by local procurement policies and as further described in the Department's Procedures.
- C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of the Project. These include but are not limited to source evaluation, protests, disputes, and claims.

**XIV. Bonding Requirements**

- A. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed \$25,000. For all contracts less than \$25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts \$25,000 and above per the Department's Procedures:
  - 1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
  - 2. A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
  - 3. A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

**XV. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the Project including audit and resolution of audit findings have been completed. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Grantee shall submit to the Department close-out documents covering the entire Program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- C. The Department retains the right to recover any amount of Grant Funds that remain unobligated.
- D. The Grantee shall account for any property acquired with the Grant Funds or received from the federal or state government in accordance with the Department's property management procedures.

**XVI. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

**XVII. Suspension or Termination-for-Cause**

- A. The Department may suspend the Grant Funds, in whole or in part, at any time during the term of this Agreement, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of the Grant Funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the Agreement. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice may terminate the Agreement, in whole or in part, at any time during the term of the Agreement when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

**XVIII. Eligibility for Federal Assistance**

The Grantee shall maintain an active registration with SAM.gov and retain an active Unique Entity Identifier (UEI). The Grantee shall also require all sub-recipients, contractors, and consultants under direct contract with the Grantee to maintain an active registration with SAM.gov and a UEI. Sub-contractors and lower tier contractors do not need to be fully registered in SAM.gov but must have a UEI. The requirements of this section must be included in all subcontracts utilizing CDBG funds.

**XIX. Debarment and Suspension**

The Grantee shall not enter into a contract with any parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180, “Debarment and Suspension.”

**XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the Project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.
  - 1. If the local government expends \$1,000,000 or more of Federal grant assistance from all programs, it must have a Single Annual Audit performed in accordance with 2 CFR Part 200, Subpart F. A Single Annual Audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the Project or Program.
  - 2. If the local government expends less than \$1,000,000 in a fiscal year, it will be the option of the Department to determine if a Project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the “audit information form” to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report as described in this section. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Department shall rest with the Grantee.

**XXI. Client Data and Other Sensitive Information**

In the event that the Grantee comes to possess client data and other sensitive information as a result of this Agreement, then the Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to KDC for review upon request. The Grantee must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.

**XXII. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to this Agreement and the receipt of assistance under the Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.

- C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to a [redacted]
- D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

### **XXIII. Conflict of Interest**

- A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.
- B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
- C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.
- D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.
- E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.
- F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

### **XXIV. Equal Opportunity**

In addition to all equal opportunity provisions and the assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

### **XXV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

### **XXVI. Reversion of Assets**

- A. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the Project or Program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of the CDBG Grant Funds to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG Grant Funds is no longer needed for the original Project or Program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.
- B. The title to supplies purchased with CDBG Grant Funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at \$10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

### **XXVII. Budget Amendments and Other Changes**

- A. During the implementation of the Project, the Grantee may revise the CDBG budget line items in the Approved Project Application; provided that:
  1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total Grant Funds or \$10,000 cumulative of Grant Funds, whichever is less;

2. The change does not increase any professional services within the Approved Project Application;
3. The change will not significantly change the scope, location, or objectives of the Project; and
4. The change does not add or eliminate any CDBG National Objective eligible activity.

B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date and must be reduced to writing.

C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the Project covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of the Project. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

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

F. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

*Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.*

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

**DATED BY THE DEPARTMENT OF COMMERCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**City of Arkansas City Kansas**  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## FEDERAL CONDITIONS

This Federal Conditions document is not intended to be an exhaustive list of all laws and policies applicable to HUD funded awards. In addition to the terms and conditions of this Agreement, the Grantee agrees and assures it will comply with the following:

### **1. Equal Access and Non-Discrimination**

- A. HUD's Equal Access Rule (24 CFR 5.106) and ensure no discrimination based on family composition, sexual orientation, gender identity, or marital status. Grantee shall remove or refrain from using intake form options that read 'other' for gender identifiers where such identifiers are inconsistent with program requirements for HUD-funded housing-related activities. All references to rescinded Executive Orders shall be removed from local documents.
- B. All federal civil rights laws and nondiscrimination assurances. All certifications and representations provided under this Agreement are subject to applicable enforcement provisions, including the False Claims Act (31 U.S.C. 3729-3733).
- C. Not adopt a selection, scoring, or procurement criteria that prioritize or favor individuals, firms, or projects on the basis of race, gender, or any other federally protected characteristics.
- D. Not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- E. Agree that its compliance in all respects to with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- F. Certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title IV of the Civil Rights Act of 1964.

### **2. Environmental Compliance**

- A. All National Environmental Policy (NEPA) requirements as applicable to the performance of this Agreement as found in 29 CFR Part 58, 24 CFR Part 55, and 40 CFR 1500-1508. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities. The Grantee shall also monitor and follow any further HUD rulemaking or guidance related to environmental review.
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C.1251, et seq., as amended, and 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- D. The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and obtain and maintain flood insurance under the National Flood Insurance Program for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. The Residential Lead-Based Paint Hazard Reduction Act of 1992 and the Residential Lead-Based Paint Poisoning Prevention Act of 1971. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- F. The Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101); the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291); and the procedures set forth in 36 CFR 800; Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

### **3. Program Income**

- A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
- B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.

**4. Fair Housing**

A. The Fair Housing Act (42 USC 3601-3619) and the requirement that the Grantee affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints.
2. Propose AFFH activities that inform the public and for each year of open CDBG grant.

**5. Violence Against Women Act (Right to Report)**

A. The Violence Against Women Act of 2022, 34 U.S.C. 12495, and all applicable rules and notices.

**6. Relocation, Displacement, and Acquisition**

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR 42, 49 CFR 24, and 42 U.S.C. 5304(d) as they apply to the performance of this Agreement. Grantee agree to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations, and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

**7. Excessive Force Policy**

A. Adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (The Cranston-Gonzales National Affordable Housing Act).

**8. Drug Free Workplace**

A. By signing this Agreement, the Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all contracts and subcontracts of \$100,000 or more.

**9. Labor Provisions**

A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7.

**10. Procurement of Recovered Materials**

A. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procurement only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11. Systemic Alien Verification for Entitlements (SAVE)**

A. Review program activities under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and the SAVE verification process. For activities that provide direct public benefits subject to PRWORA, Grantee must implement verification procedures consistent with HUD guidance and include contract language requiring compliance.

B. Verify eligibility of beneficiaries through SAVE or an equivalent method as required by HUD guidance for programs that provide direct benefits. Area-benefit projects that serve broad geographic populations are not subject to individual SAVE verification requirements but must follow HUD guidance for documenting area-benefit eligibility.

C. Administer the grant in accordance with applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of PRWORA and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

D. Use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

**12. Sanctuary Jurisdictions**

A. Not maintain local policies or ordinances that prevent cooperation with federal immigration enforcement where such non-cooperation would conflict with conditions of federal funding. Grantee shall assess local ordinances and ensure activities are consistent with federal requirements.

- B. Not use the Grant Funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

**13. Buy America Provision**

- A. Pursuant to 2 CFR § 200.322, the Grantee should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

**14. Economic Opportunity (Section 3)**

- A. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.

**15. Buy America Build America (BABA)**

- A. The requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and 2 CFR Part 184, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project.

**16. Change of Use of Real Property**

- A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
  1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
  2. The requirements in paragraph (B) of this section are met.
- B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
- C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.

**17. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

- A. Pursuant to Appendix A to 45 CFR Part 93, the Grantee certifies that for all sub-grants, contracts and subcontracts pursuant to which more than \$100,000 of Grant Funds are contemplated to be expended:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

**18. Other Applicable Laws**

- A. OMB administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR 200.
- B. Any applicable and existing Executive Orders. This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- C. Not use the Grant Funds to provide abortion services, counseling that facilitates abortion access, or to support facilities whose primary services include abortion as required by E.O. 14182, Enforcing the Hyde Amendment. Grantee shall screen proposals that involve healthcare providers to ensure compliance.
- D. Ensure that CDBG funds are not used for religious worship, instruction, or proselytization. Faith-based organizations may participate as subrecipients provided funds are used exclusively for permissible secular activities and monitoring procedures confirm no religious activities are funded. Grantee, in the selection of subrecipients, may not discriminate against an organization based on the organization's religious charter, affiliation, or exercise.

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Date

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Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

## CONTRACTUAL PROVISIONS DA-146A REV. 07/19

### **1.1 Important**

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 19TH day of DECEMBER, 2025.

### **1.2. 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.

### **1.3. 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.

### **1.4. 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.

### **1.5. 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.).

### **1.6. 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.

**1.2. Acceptance of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**1.3. 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.

**1.4. 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.

**1.5. 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.

**1.6. 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.

**1.7. 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.

**1.8. 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."

**1.9. 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.

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

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Signature, Title of Contractor

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Date

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Printed

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Name of Company

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN  
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

Section , Item 2.

**WHEREAS**, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS**, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism<sup>1</sup>.

**WHEREAS**, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS**, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS**, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE**, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE**, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

**CONTRACTOR**

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Signature, Title

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Date

<sup>1</sup> Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website.

[https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,\)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.](https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.)

## Policy Regarding Sexual Harassment

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

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Signature and Date

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Printed Name

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other Park Improvements	\$ 628,728	\$ 27,382	Local/Grant	\$ 656,110
g. Acquisition, including easements				\$ -
h. Engineering Design				\$ -
i. Construction Inspection		\$ 32,900	Local/Grant	\$ 32,900
j. Architectural Services		\$ 55,900	Local/Grant	\$ 55,900
k. Other Professional Services		\$ 6,000	Local/Grant	\$ 6,000
<b>Public Facility Activities Total</b>	<b>\$ 628,728</b>	<b>\$ 122,182</b>	<b>Local/Grant</b>	<b>\$ 750,910</b>
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
<b>Housing Activities Total</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
3. Administration				
a. Administrative Activities		\$ 35,000	Local/Grant	\$ 35,000
b. Legal				\$ -
c. Audit				\$ -
<b>Administration Total</b>	<b>\$ -</b>	<b>\$ 35,000</b>	<b>Local/Grant</b>	<b>\$ 35,000</b>
<b>ALL ACTIVITIES TOTAL</b>	<b>\$ 628,728</b>	<b>\$ 157,182</b>	<b>Local/Grant</b>	<b>\$ 785,910</b>