



City Commission Meeting

May 07, 2024 at 5:30 PM

118 W Central Ave, Arkansas City, KS

Please join our meeting <https://meet.goto.com/526395061>
Or dial in using your phone: United States: +1 (224) 501-3412 Access Code: 526 395 061

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. Recognize and honor Gianna Herrera, Ella Badley, and Bruno Nhavene as Arkansas City's Outstanding Student Award scholarship recipients for 2023-2024.
2. Proclaim May 6-12, 2024, as National Nurses Week and May 9-15, 2024, as National Hospital Week in Arkansas City.
3. Proclaim May 12-18, 2024, as National Police Week and May 15, 2023, as Peace Officers Memorial Day in Arkansas City.
4. Proclaim May 5-12, 2024, as National Music Week in Arkansas City.

III. 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 April 16, 2024, regular meeting minutes as written.
2. Ratify Mayor Jay Warren's appointment of James Mayer to the Building Trades Board.
3. A Resolution scheduling a public hearing at 5:30 PM on June 18, 2024, in the Commission Chambers at City Hall to determine if structures located at: 408 N. 7th St., 512 S. A St., 319 S. B St., 221 S. D St., 717 S. B St., 405 S. D St., 401 N. E St., 1420 S. K St., and 609 N. Summit St. are unsafe and dangerous. **(Voice Vote)**

IV. New Business

City Manager Department

1. Consider approving a request from VISIT Ark City for release of funds from the Transient Guest Tax Fund for website upgrades, in the amount of \$6,000.00. **(Voice Vote)**

Environmental Services Department

1. A Resolution authorizing the City of Arkansas City to accept a proposal from JCI Industries, Inc., to procure pumps, materials, and install new equipment for rehabilitation of the Country Club Lift Station, at a total bid amount of \$74,430.00. **(Voice Vote)**

V. City Manager Updates & Reminders

VI. Items for Discussion by City Commissioners

VII. 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 five (5) minutes.

VIII. Executive Session

1. Recess into executive session regarding tax abatement payments to Diversified Acquisitions, LLC, pursuant to K.S.A. 75-4319(b)(2), for consultation with attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.

IX. Adjournment



City Commission Agenda Item

Meeting Date: May 7, 2024
From: Randy Frazer, City Manager
Item: 2024 Outstanding Student Award Recognitions

Purpose: Recognize and honor Gianna Herrera, Ella Badley, and Bruno Nhavene as Arkansas City’s Outstanding Student Award scholarship recipients for 2023-2024.

Background:

The **Outstanding Student Award** program was started in 1984. The City Commission implemented the program to recognize students who are outstanding examples of academic and civic excellence in our community. Each year, staff asks teachers, staff, and administrators at the Arkansas City Middle School, Arkansas City High School, and Cowley College to nominate students they think are qualified for this honor.

The **Outstanding Student Award Committee**, appointed by the Mayor and City Commission, receives all nominations from the three schools. Short, informal interviews are conducted with each nominee, and the committee then chooses three finalists from each school to represent the nominees.

From the nine (9) finalists, a top student is chosen for each school. Of the three top students, one (1) is chosen as the Overall City of Arkansas City Outstanding Student for that year and awarded a **\$1,000** scholarship, the first runner-up receives a **\$500** scholarship, and the second runner-up receives a **\$250** scholarship from the City of Arkansas City.

This year’s Overall Outstanding Student for Arkansas City is Cowley College student Bruno Nhavene. The first runner-up is Arkansas City High School student Ella Badley. The second runner-up is Arkansas City Middle School student Gianna Herrera. The top three students were announced at the April 22nd Awards Banquet, where they were honored and received their certificates amongst family and friends.

Commission Options:

1. Introduce and award **Gianna Herrera** as second runner-up and formally present the \$250 scholarship.
2. Introduce and award **Ella Badley** as first runner-up and formally present the \$500 scholarship.
3. Introduce and award **Bruno Nhavene** as the 2023-2024 Overall Outstanding Student and formally present the \$1,000 scholarship.

Fiscal Impact:

Amount: **\$1,700.00**

Fund: 01 - General Department: 201 - Commission Expense Code: 6217 - Contributions

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager



The Outstanding Student Awards program was started in 1984 and is a rich part of Arkansas City's commitment to encourage the success of youth.

The City Commission of Arkansas City implemented the program to recognize students who are outstanding examples of academic and civic excellence in our community.

6:30 P.M.
APRIL 22, 2024
COWLEY COLLEGE
WRIGHT ROOM

WELCOME

Randy Frazer, City Manager

**INTRODUCTION OF
CITY COMMISSIONERS**

Mayor Jay Warren

Vice Mayor Chad Beeson

Commissioner Diana Spielman

Commissioner Tad Stover

Commissioner Charles Tweedy III

**INTRODUCTION OF 2024
OUTSTANDING STUDENT AWARD COMMITTEE**

Toni Greene, Chair

Jason Brewer

Pam Crain

Tammy Lanman Henderson

Jill Smith

Kevin Ternes

Ryan Whitley

INVOCATION

Ryan Whitley

DINNER

**INTRODUCTION OF SPEAKER
BY PAM CRAIN**

Meg Smith

Cowley College

Director of Mass Communications

**RECOGNITION OF OUTSTANDING
STUDENT FINALISTS
Cowley College**

Spencer MacLaughlin

Aigiza Nasyrova

Bruno Nhavene

**Arkansas City
High School**

Ella Badley

Clifton Beasley

Nathan Fleig

**Arkansas City
Middle School**

Chloe Cales

Kyndol Gonzales

Gianna Herrera

ANNOUNCEMENTS

Overall Second Runner-Up

Overall First Runner-Up

2023 Outstanding Student

CLOSING

Office of the Mayor
 Arkansas City, Kansas

Proclamation

WHEREAS, in 1993, the American Nurses Association declared **May 6-12** as the national week to celebrate and elevate the nursing profession, and each year, the celebration ends on **May 12**, which was Florence Nightingale’s birthday; and

WHEREAS, National Nurses Week is a time for everyone — individuals, employers, other health care professionals, community leaders and nurses — to recognize the vast contributions and positive impact of America’s over 4 million registered nurses, for their service, dedication, and daily sacrifices in caring for others and improving the health of patient; and

WHEREAS, National Hospital Week is **May 9-15, 2024**; and

WHEREAS, National Hospital Week celebrates the hospitals, health systems, and men and women who support the health and well-being of communities through dedication and care from the heart; and

WHEREAS, celebrating National Hospital Week provides an opportunity to thank all the dedicated individuals — physicians, nurses, therapists, engineers, food service workers, volunteers, administrators and more — for their contributions; and

WHEREAS, the hard-working people who staff our nation’s hospitals, including the registered nurses and other personnel at SCK Health, deserve universal regard and appreciation for keeping our community healthy and safe.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **May 6-12, 2024**, as

NATIONAL NURSES WEEK

and **May 9-15, 2024**, as

NATIONAL HOSPITAL WEEK

in Arkansas City and urge residents to express their appreciation for the people, facilities and technologies that make trustworthy, reliable health care possible in our community, and recognize this year’s National Nurses Week theme, “You Make a Difference”, and National Hospital Week theme, “We Are Healthcare”.

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

Name/Title: Jay Warren, Mayor
Date: May 7, 2024

Office of the Mayor
Arkansas City, Kansas
Proclamation

WHEREAS, Congress and the President of the United States of America have designated **May 15** as Peace Officers Memorial Day and the week in which **May 15** falls as National Police Week; and

WHEREAS, members of the Arkansas City Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our City; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, protecting citizens against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Arkansas City Police Department has grown to be a modern, scientific, and community-focused law enforcement agency that continually provides an essential and vital public service.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, calls upon all citizens of Arkansas City to observe the week of **May 12-18, 2024**, as

NATIONAL POLICE WEEK

in Arkansas City, with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Arkansas City to observe **Wednesday, May 15, 2024**, as

PEACE OFFICERS MEMORIAL DAY

in honor of those law enforcement officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty.

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

Name/Title: Jay Warren, Mayor
Date: May 7, 2024

Office of the Mayor
 Arkansas City, Kansas

Proclamation

WHEREAS, music plays an increasingly important role in our world today; and

WHEREAS, music is one of the most sublime of human pursuits, and is subscribed to by all races and creeds; and

WHEREAS, music is the language of all peoples, and is one of the greatest forces in creating peace and harmony; and

WHEREAS, the National Federation of Music Clubs — dedicated to encouraging young musicians, increasing musical knowledge, and advancing American music — and its cooperating organizations join forces annually in **May** to direct attention to the dynamic influence of music in everyday living.

NOW, THEREFORE, the Mayor of the City of Arkansas City, Kansas, does hereby proclaim **May 5-12, 2024**, as

NATIONAL MUSIC WEEK

in Arkansas City and ask that all citizens of this community observe and take part in activities recognizing the importance of music, musicians, and musical organizations to the cultural life of our city, state, nation, and world, and recognizing this year’s theme: “Music... is yours, mine and ours.”

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

*Name/Title: Jay Warren, Mayor
 Date: May 7, 2024*



City Commission Agenda Item

Meeting Date: May 7, 2024
From: Tiffany Parsons, City Clerk
Item: Approve the April 16, 2024, Regular Meeting Minutes

Purpose: Approve the April 16, 2024, 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 be "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



Tuesday, April 16, 2024
Regular Meeting Minutes
118 W Central Ave, Arkansas City, KS

Routine Business

1. Opening Prayer led by Principal Planner White and Pledge of Allegiance led by Mayor Warren.
2. Roll Call

PRESENT

Commissioner Chad Beeson
Commissioner Tad Stover
Commissioner Diana Spielman
Commissioner Charles Tweedy
Mayor Jay Warren

Also present from staff: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, Communications Director Shana Adkisson, Human Resources Director Marla McFarland, Police Chief Jim Holloway, Principal Planner Josh White, and Public Services Street & Stormwater Supervisor Brian Edwards.

3. There was one addition and no deletions.

Addition: New Business, City Manager Department, Add Item No. 4. – A Resolution authorizing the City of Arkansas City to approve a bid submitted by New Windows for America, to install vinyl siding, new guttering, new windows, build new wood steps, ramp, handrails, and secure electrical at 1114 W. Kansas Ave., for an amount not to exceed \$27,400.00. **(Voice Vote)**

Motion made by Commissioner Spielman, Seconded by Commissioner Tweedy to approve the amendments to the agenda.

Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

4. Approval of the Agenda

Motion made by Commissioner Spielman, Seconded by Commissioner Beeson to approve the agenda.

Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

Awards and Proclamations

1. Proclaim May 5, 2024 as Cinco De Mayo Day in Arkansas City as read by Commissioner Tweedy and presented to the Tacolalah Executive Committee.
2. Proclaim May 2024 as National Foster Care Month in Arkansas City as presented by Mayor Warren.
3. Proclaim May 5-11, 2024 as Public Service Recognition Week in Arkansas City as ready by Mayor Warren.

Recognition of Visitors/Staff

- 1. Commission and staff received an update from SCK Health CEO Leonard Hernandez who presented an overview of the hospital’s operational and financial status.

Mr. Hernandez mentioned that although it went through recent transition giving up inpatient services and several modifications with the designation as a Rural Emergency Hospital (REH), he assured that they are still a full-service hospital that may have to transport an inpatient to another facility but are willing to do so. Hernandez expressed his gratitude to the city commission and staff for their aggressiveness in the issuance of bonds to aid the hospital’s financial dilemma over the years. After losing \$5.6 million dollars in 2022 and \$1.5 million in 2023, as of January 2024 the hospital has shown an increase of \$29,431, since making the transition to a REH. They have established an Executive Finance Committee that will focus on their finances and accounts that have greater collection potential, reporting financial status to the South-Central Kansas Medical Center Board prior to its monthly meetings. Mayor Warren, as vice-president of the South-Central Kansas Medical Center Board of Trustees, noted that the hospital intends on repaying the one-million-dollar loan back to the city, but the hospital will need to become profitable again to do so.

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 April 2, 2024, regular meeting minutes as written.

Motion made by Commissioner Tweedy, Seconded by Commissioner Stover to approve the consent agenda as written.

Voice Voting Yea: Commissioner Beeson, Commissioner Spielman, Commissioner Stover, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved.

New Business

City Clerk Parsons offered the following items for consideration:

City Manager Department

- 1. An Ordinance approving the form of and authorizing the execution of an interlocal cooperation agreement respecting land acquisition at Strother Field Airport/Industrial Park and the financing thereof.

City Manager Frazer explained that the Strother Field Manager Shawn McGrew was approached by the owners of the land north of Strother Field Airport/Industrial Park with the opportunity to obtain the land. Strother Field anticipates purchasing the property and will need to enter into an interlocal agreement with, owners, the City of Winfield, and the City of Arkansas City, as tenants in common. Gilmore & Bell, P.C. is officiating the required document for all parties involved.

Motion made by Mayor Warren, Seconded by Commissioner Stover to approve the item as written.

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-04-4608**.*

- 2. An Ordinance adopting the budgeted pay plan to become effective April 20, 2024.

Human Resources Director McFarland addressed the commission, clarifying the amendments to this pay ordinance include adding one (1) position, changing six (6) job titles, and an increase of Maximum (MAX) by five percent (5%) for each Pay Range top. Staff propose adding a Stormwater Maintenance Worker II position at a PS9 Pay Range. This position is being created to serve as the primary employee within the Public Services Department Street & Stormwater Division to provide maintenance and upkeep to

stormwater drainage systems throughout the city. Staff also propose changing certain job titles to reflect a new “Pro ReNata” (PRN) employment Classification to the current part-time Firefighter/Paramedic, Paramedic, Firefighter/AEMT, Firefighter/EMT, and Police Officer positions. Unlike part-time positions, PRN positions do not have any type of set schedule, PRN employees work only as needed. The five percent (5%) increase to the MAX or top of each pay range allows all employees eligibility for a performance-based merit increase.

Motion made by Commissioner Spielman, Seconded by Commissioner Stover to approve the item as written.

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-04-4609**.*

3. An Ordinance establishing a downtown Common Consumption Area within the corporate limits of the City of Arkansas City, Kansas, and authorizing the possession and consumption of alcoholic liquor or cereal malt beverage within its boundaries, during certain prescribed hours.

In 2022, the State of Kansas Legislature passed House Bill 2277 allowing a city or county to establish one or more common consumption areas by ordinance or resolution, designate the boundaries of any common consumption area, and prescribe the time during which alcoholic liquor may be consumed. City staff have recently been approached by downtown business owners and citizens who would like to promote activities downtown through establishing a common consumption area. Over the last several weeks, City Clerk Parsons and City Attorney Schwartz have acted to make this happen through research and ordinance building, being sure to abide by K.S.A. 41-2659, which holds the City and participants subject to certain rules and regulations to qualify. City Clerk Parsons explained that in order to establish a common consumption area (CCA), the Governing Body is required to adopt an Ordinance pursuant to the provisions of state statute, and amendments thereto, which include annually applying for and obtaining a permit from State of Kansas, Director of the Division of Alcoholic Beverage Control (ABC), with payment of the required \$100.00 application fee. Post ordinance publication, the application needs approved by the state. Then signage identifying CCA boundaries will need to be put in place. Also, at least one participating business needs to get licensed to serve in the CCA before the area can be open for public participation.

Motion made by Commissioner Beeson, Seconded by Commissioner Stover to approve the item as written.

*Roll Call Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Ordinance No. 2024-04-4610**.*

4. A Resolution authorizing the City of Arkansas City to approve a bid submitted by New Windows for America, to install vinyl siding, new guttering, new windows, build new wood steps, ramp, handrails, and secure electrical at 1114 W. Kansas Ave., for an amount not to exceed \$27,400.00.

City Manager Frazer indicated this project is funded by the CDBG grant dollars the city received. Four bids were accepted and opened by SCKEED last week, all were over \$25,000 allotted for the grant. Weatherization funds are being used to make up the \$3,500 difference, plus adding \$2,500 toward lead paint abatement. New Windows for America was awarded the project as lowest bidder. This is the last renovation application received for this grant target area. Once this project is complete and this grant is closed, the City will be eligible to determine another CDBG grant target zone and apply for another grant. Building Director Mike Bellis has been working with local contractors to get more of them interested and certified to do work on CDBG home renovations.

Motion made by Commissioner Stover, Seconded by Commissioner Spielman to approve the item as written.

*Voice Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-04-3611**.*

Police Department

1. A Resolution authorizing the City of Arkansas City to purchase 36 Glock handguns from Kiesler Police Supply, of Wichita, KS, for a quoted purchase price including trade in value of \$12,901.92.

Police Chief Holloway spoke of the need for new department handguns. The Ark City Police Department last purchased new handguns for sworn officers in 2019. The purchase of new department handguns was budgeted for \$11,455.00 in 2024. ACPD would like to purchase 32 new Glock 45, 9mm handguns at an initial cost of \$24,241.92 from Kiesler. They have 36 handguns and one (1) rifle to trade in to help meet the budget. Kiesler has allotted \$11,340.00 in trade in value with an overall total purchase price with the trade ins of \$12,901.92.

Motion made by Commission Spielman, Seconded by Commissioner Stover to approve the item as written.

*Voting Yea: Commissioner Beeson, Commissioner Stover, Commissioner Spielman, Commissioner Tweedy, and Mayor Warren. Mayor Warren declared the motion approved; given **Resolution No. 2024-04-3612.***

City Manager Updates & Reminders

City Manager Frazer provided the following reminders and updates before the commission.

1. The city received thank you notes from Habitat for Humanity and the MacMadness cookoff.
2. Water Treatment Supervisor Mike Frank's retirement luncheon is April 17th from 11:30 am – 1:30 pm. Mike celebrates 27 years of dedicated service to the city. All Commissioners and staff are invited to attend.
3. April 22nd is the Outstanding Student Awards Banquet will be at 6:30 PM in the Wright Room at Cowley College's Brown Center, also located at 215 S. Second St. to honor the top three candidates from each school.
4. Tacolalah kicks off Saturday, May 4th.
5. Commissioner Stover and City Manager Frazer attended the League of Kansas Municipalities (LKM) City Leaders Academy and were able to network with other city officials from around the state. Frazer shared the PowerPoints with the other commissioners. Some items that were covered topics include how city staff and elected officials best work together, Home Rule, Kansas Open Meetings and Budgeting/Finance.
6. PEC and internal city project updates, commissioners received handouts for both.
7. Phase two of the walking trials got pushed back to October 2024.
8. City staff have been working on pouring the walking trials from Paris Park and Lovie Watson Park this week. Staff have been doing on-the-job training and have saved the city a substantial amount of money by doing the work themselves. The city will have under \$50,000 in an estimated \$260,000 project.
9. Street assessment conducted by PEC to come before the commission at a future work session.
10. Principal Planner White and City Manager Frazer met with PEC on April 10th for a progress update on the master plan for the property at the north end of town. Next steps include preliminary concepts, then partnering with the planning commission, and eventually holding public events.
11. City staff met with Creekstone last week to discuss increasing water rates and have a meeting with Carl Brown, President of GettingGreatRates.com, LLC on Thursday, April 18th. Creekstone has expressed strong interest in adding their logo to the water tower at Goff Industrial Park. Future change order to come before the commission.
12. A CPI for all Midwest Urban Consumers handout given to commissioners showing how inflation is affecting costs in the Midwest area. The summary chart from the Bureau of Labor Statistics reflects costs from Jan 2021 to March 2024. Frazer gave the example that \$100 in Jan. 2021 now costs \$119 in March 2024.

13. The March 2024 Financial Summary is available in the back of the packet.

Adjournment

Motion made by Mayor Warren, seconded by Commissioner Stover to adjourn the meeting.

The voice vote was unanimous in favor of the motion. Mayor Warren declared the meeting adjourned.

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

(Seal)

Jay Warren, Mayor

ATTEST:

Tiffany Parsons, City Clerk

Prepared by:

Tiffany Parsons, City Clerk

DRAFT



City Commission Agenda Item

Meeting Date: May 7, 2024
From: Tiffany Parsons, City Clerk
Item: City Board Appointment – James Mayer to Building Trades Board

Purpose: Ratify Mayor Jay Warren’s appointment of James Mayer to the Building Trades Board.

Background:

Master Electrician James Mayer has expressed an interest in serving on this board. Residing in Arkansas City for 4 years, Mr. Mayer is currently serving our community as a local electrical contractor as owner of Mayers Electric. Most interested in keeping codes up to date and enforced, if elected, Mayer will complete the term of Richard Brown which expires February 1, 2026.

The board and Mayor Warren recommend James Mayer to the Building Trades Board.

Commission Options:

- 1. Approve with consent agenda.
- 2. Remove from consent agenda to new business for further consideration.

Approved for Agenda by:

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

Randy Frazer, City Manager



City Commission Agenda Item

Meeting Date: May 7, 2024
From: Mike Bellis, Building Official
Item: Dangerous Structure Set Hearing

Purpose: A Resolution scheduling a public hearing at 5:30 PM on June 18, 2024, in the Commission Chambers at City Hall to determine if structures located at: 408 N. 7th St., 512 S. A St., 319 S. B St., 221 S. D St., 717 S. B St., 405 S. D St., 401 N. E St., 1420 S. K St., and 609 N. Summit St. are unsafe and dangerous. **(Voice Vote)**

Background:

The attached resolution will set a public hearing at 5:30 PM on Tuesday, June 18, 2024, in the Commission Chambers of City Hall located at 118 W. Central Ave., for the Governing Body to determine dangerous structures.

The properties to be considered are:

1. 408 N. 7th St. – Dustin Griesel
2. 512 S. A St. – Manuel Gonzales & Bianca Enriquez
3. 319 S B. St. – Darren Oakley
4. 222 S D. St. – Marlene L. Kemp Trust
5. 717 S B. St. – Matthew & Catherine Reeves
6. 405 S. D. St. – Vitelmo Morales Bonilla & Merlin Castro
7. 401 N. E St. – Jimmie O’Conner
8. 1420 S. K. St. – McAlister Properties, LLC
9. 609 N. Summit St. – WKS Holdings, LLC

During this hearing, owners, agents, lienholders of record, and any occupants of the listed structures may appear and show cause as to why the structure should not be condemned as an unsafe structure. If so ordered, the owner will have 30 days to begin repair or demolition and 90 days to complete that work after publication of the resolution declaring a dangerous structure. The owners have been properly notified and have not made appropriate corrections.

Commission Options:

1. Approve with consent agenda.
2. Remove from consent agenda to new business for further discussion.

Fiscal Impact:

Amount: Publication Cost

- Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

(Published in the *Cowley CourierTraveler*, on _____ and _____, 2024).

RESOLUTION NO. 2024-05-_____

A RESOLUTION ESTABLISHING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS, AT WHICH TIME THE OWNERS, AGENTS, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE(S) (IF APPLICABLE) HEREINAFTER LISTED AT THEIR RESPECTIVE LOCATIONS IN SAID CITY, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED, SHORED OR OTHERWISE MADE SAFE OR IN THE ALTERNATIVE, DEMOLISHED AS UNSAFE OR DANGEROUS STRUCTURES.

WHEREAS, the Enforcing Officer of the City of Arkansas City, Kansas, did, on or about the 7th day of May 2024, file with the Governing Body of the City of Arkansas City a statement in writing that the structures hereinafter described constitute an unsafe or dangerous structure.

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

SECTION ONE: A hearing will be held on the 18th day of June, 2024, before the Governing Body of the City at 5:30 p.m. in the Commission Chambers of the City Building, 118 West Central Avenue, Arkansas City, Kansas at which time owners, agents, lienholders of record and any occupants of the hereinafter listed structure(s) may appear and show cause why such structure should not be condemned as unsafe or dangerous and ordered repaired, shored or otherwise made safe or in the alternative, demolished as an unsafe structure.

Reasonable accommodations will be made available to persons with disabilities. Requests for accommodations should be submitted to the City Clerk no later than five days prior to the date of the hearing.

SECTION TWO: The following described structures shall be considered at said hearing:

Parcel 1:

Dilapidated Structure, including any Accessory structures located at 408 N. 7th Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 15, 16, 17, 18, 19, 20, 21 and 22, Block 151, Original Townsite of Arkansas City, Cowley County, Kansas.

Record Owner(s): Dustin Griesel
715 N. C Street
Arkansas City, KS 67005

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

Parcel 2:

Dilapidated Structure, including any Accessory structures located at 512 S. A Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

South 23 feet of Lot 7 and the North 5 feet of Lot 8, Block 60, Original Town Arkansas City, Cowley County, Kansas.

Record Owner(s): Manuel Gonzalez & Bianca Enriquez
623 S. Summit Street
Arkansas City, KS 67005

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
Second Installment
311 E. 9th Avenue
Winfield, KS 67156

Parcel 3:

Dilapidated Structure, including any Accessory structures located at 319 S. B Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 19 and 20, Block 58, Original Town Arkansas City, Cowley County, Kansas.

Record Owner(s): Darren D. Oakley
5417 274th DR
Arkansas City, KS 67005

Record Lienholder(s): Kaw Valley State Bank and Trust Co.
Wamego, KS

Key Funding

Cowley County Treasurer, Unpaid Taxes
Second Installment
311 E. 9th Avenue
Winfield, KS 67156

Parcel 4:

Dilapidated Structure, including any Accessory structures located at 221 S. D Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

The North 20 feet of Lot 17 and all of Lot 18, Block 33, City of Arkansas City, Cowley County, Kansas.

Record Owner(s): Marlene L. Kemp Trust
2408 E. Gosiute RD
Fort Mohave, AZ 86426

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

Parcel 5:

Dilapidated Structure, including any Accessory structures located at 717 S. B Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lot 8, Block 167, M.R. Leonard's Addition to Arkansas City, Cowley County, Kansas.

Record Owner(s): Matthew Adam Reeves & Catherine Irene Reeves
PO Box 478
Arkansas City, KS 67005

Record Lienholder(s): State of Kansas Tax Lien
PO Box 3506
Topeka, KS 66625-3506

Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

Parcel 6:

Dilapidated Structure, including any Accessory structures located at 405 S. D Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 25 and 26, Block 35, Original Townsite, City of Arkansas City, Cowley County, Kansas

Record Owner(s): Vitelmo E. Morales Bonilla & Merlin M. Castro
303 Irish Street
Chelsea, IA 52215

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

Parcel 7:

Dilapidated Structure, including any Accessory structures located at 401 N. E Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 15, 16, 17, and 18, Block 16, Arkansas City, Cowley County, Kansas

Record Owner(s): Jimmie O'Conner
401 N. E Street
Arkansas City, KS 67005

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
311 E. 9th Avenue
Winfield, KS 67156

Parcel 8:

Dilapidated Structure, including any Accessory structures located at 1420 S. K Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 17, 18, and 19, Block 11, Sleeth Addition to Arkansas City, Cowley County, Kansas

Record Owner(s): McAlister Properties, LLC
3715 221st RD
Atlanta, KS 67008

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
Second Installment
311 E. 9th Avenue
Winfield, KS 67156

Parcel 9:

Dilapidated Structure, including any Accessory structures located at 609 N. Summit Street, Arkansas City, Cowley County, Kansas, and legally described as, to-wit:

Lots 5 through 11, Block 74, Original Townsite of Arkansas City, Cowley County, Kansas

Record Owner(s): WKS Holdings, LLC
30075 85th Lane
Arkansas City, KS 67005

Record Lienholder(s): Cowley County Treasurer, Unpaid Taxes
Second Installment
311 E. 9th Avenue
Winfield, KS 67156

SECTION THREE: Be it further resolved that the City Clerk shall cause this Resolution to be published once each week for two consecutive weeks and at least thirty (30) days shall elapse between the LAST PUBLICATION and the date set for hearing, and the City Clerk is further directed to mail a copy of said Resolution by certified mail within three (3) days after the FIRST PUBLICATION to each such owner, agent, Lienholder or occupant at his/her/its last known place of residence and marked "Deliver to Addressee Only" as provided by K.S.A. § 12-1752 and all acts amendatory thereof or supplemental thereto.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas this 7th day of May 2024, with City Officials being authorized and directed to execute any and all documents necessary to consummate the purposes and intents as expressed in this Resolution and if executed by the Mayor (or other person authorized by law to act in the event of the absence or inability of the Mayor to act) and the City Clerk is directed to attest to and affix the official seal of the City thereon.

(Seal)

Jay Warren, 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. 2024-05-_____ of the City of Arkansas City, Kansas adopted by the governing body on May 7, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



City Commission Agenda Item

Meeting Date: May 7, 2024
From: City Manager Randy Frazer
Item: VISIT Ark City - Transient Guest Tax Fund

Purpose: Consider approving a request from VISIT Ark City for release of funds from the Transient Guest Tax Fund for website upgrades, in the amount of \$6,000.00. **(Voice Vote)**

Background:

Consider approving a written request from Jill Hunter, VISIT Ark City Director for the release of funds in the Transient Guest Tax Fund for the future upgrades to their website. At their April meeting, VISIT Ark City Board of Directors met and decided the level 3 proposal from a bid offered by Todd Hays with Hayes Digital Marketing was the best fit for their current and future needs. The package base cost is \$5,500 and the group has opted for the additional \$200 legal security set up fee and the \$300 embedded social media platform feed updates. The group plans to pay 50% down upfront and 50% due after completion in accordance with the bid agreement terms. This action of allocating funds for website improvements to VISIT Ark City will aid improve local presence and integrate with Southcentral Kansas Tourism Region and Travel Kansas websites with hopes of reaching a broader audience, potentially attracting more visitors to the area, creating a positive economic growth, and boosting tourism-related businesses and activities.

Commission Options:

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

Fiscal Impact:

Amount: \$6,000.00

Fund: **23- Tourism** Department: **773-Tourism** Expense Code: **7101-Other Supplies/Tools**

Included in budget Grant Bonds Other Not Budgeted

Attachments: VISIT Ark City Letter of Request & Resolution

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2024-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ALLOCATE FUNDS FOR WEBSITE UPGRADES TO VISIT ARK CITY, FOR AN AMOUNT NOT TO EXCEED \$6,000.00.

WHEREAS: During their April meeting, VISIT Ark City Board of Directors determined that a bid offered by Todd Hays with Hayes Digital Marketing to be the best fit for their current and future website needs; and

WHEREAS: a written request presented before governing body on May 7, 2024, requests the release of the Transient Guest Tax Funds in the amount of \$6,000.00 to cover the cost of future upgrades to their website, which includes legal and social media options to automatically update posts on social platforms; and

WHEREAS: This action of allocating funds for website improvements to VISIT Ark City will aid improve local presence and integrate with Southcentral Kansas Tourism Region and Travel Kansas websites with hopes of reaching a broader audience, potentially attracting more visitors to the area, thus creating a positive economic growth, boosting tourism-related businesses and activities.

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 funds for website upgrades to VISIT Ark City in the amount of \$6,000.00.

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 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 7th day of May 2024.

(Seal)

Jay Warren, 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. 2024-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 7, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk



April 11, 2024

City of Arkansas City

RE: Special Funds Request

VISIT Ark City is requesting \$6,000 to be withdrawn from the Transient Guest Tax fund to allow us to update the VISIT Ark City Website. We have received a bid from Todd Hayes with Hayes Digital Marketing for this project.

I requested a bid with good, better and best pricing, which he has prepared for us. After discussion at our April meeting, the VISIT Ark City board decided the Level 3 proposal was the best fit for our needs. With the expansion of tourism in our area with Etzanoa , we should be equipped to reach the larger audience we are expecting. This package is \$5,500. It was agreed that we should also add the legal option with a set up fee of \$200 and the embedded social feed should also be included for an additional \$300 which will automatically update posts from Facebook, Instagram and other social media platforms we will be utilizing.

We plan to pay according to his terms of 50% down and the remaining 50% due at completion of the project.

We feel this will be a great asset to help us not only improve our local presence but also integrate with the Southcentral Kansas Tourism Region and Travel Kansas websites.

Thank you for your help with this.

Jill Hunter

Director of VISIT Ark City

Jill Hunter, Director

620.442.0230 office 620.441.7110 cell

visit@arkcity.org

www.arkcity.org

106 S. Summit, Arkansas City, KS 67005



City Commission Agenda Item

Meeting Date: May 7, 2024
From: Environmental Services
Item: Country Club Lift Station Rehab

Purpose: A Resolution authorizing the City of Arkansas City to accept a proposal from JCI Industries, Inc., to procure pumps, materials, and install new equipment for rehabilitation of the Country Club Lift Station, at a total bid amount of \$74,430.00. **(Voice Vote)**

Background:

The current Lift Station at Country Club Estates has, after testing, degraded beyond repair and is losing the ability to maintain water quality. Current membranes have reached their lifespan, and differential pressures exceed that recommended by the manufacturer. Staff recommend purchasing from JCI as they are the best option, being the lowest bid at \$74,430 with delivery cost included. By utilizing JCI, they would purchase new pumps and materials and perform the installation thereof, in order to rehabilitate the current lift station.

Commission Options:

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

Fiscal Impact:

Amount: \$74,430.00

Fund: **18 (Wastewater Collections)** Department: **661 (Collections)** Expense Code: **7405 (Capital Outlay)**

Included in budget Grant Bonds Other Not Budgeted

Attachments: Resolution, Bid Tabulation, Proposal & Specs.

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2024-05-_____

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ACCEPT A PROPOSAL FROM JCI INDUSTRIES, INC., TO PROCURE PUMPS, MATERIALS, AND INSTALL NEW EQUIPMENT FOR REHABILITATION OF THE COUNTRY CLUB LIFT STATION, AT A TOTAL BID AMOUNT OF \$74,430.00.

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 proposal from JCI Industries, Inc. to procure pumps, materials, and install new equipment for rehabilitation of the Country Club Lift Station, at a total bid amount of \$74,430.00.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City Staff of The City of 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 7th day of May 2024.

(Seal)

Jay Warren, 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. 2024-05-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on May 7, 2024, as the same appears of record in my office.

DATED: _____.

Tiffany Parsons, City Clerk

Country Club Liftstation Rehab Bids

COMPANY	JCI Industries, Inc.	KUHN Mechanical	Hickman Environmental	McCullough Excavation
Model	Flygt NP3085-4hp submersible pumps	Myers 4R75M4-03	“Ebara” Pump Station – 80DLMFU63	KSB Amarex F-max 100-230/065F4USG
TOTAL COST	\$ 74,430.00	\$ 76,866.00	\$ 89,900.00	\$ 167,002.00
Delivery Cost	Included	Included	Included	Included
DELIVERY TIME	Lead Time: 10-12 Weeks	Lead Time: 5-7 Weeks	N/A	N/A
MEET SPECS	Yes	Yes	Yes	Yes
WARRANTY	N/A	N/A	N/A	N/A
	Footnotes	Footnotes	Footnotes	Footnotes

*All bids Include installation and update of existing pumps, control panel, guide rail system, discharge elbows, level controls, and 2 new plug valves & two wafer check valves for valve box.



Date: January 24, 2024

To: Rod Philo
Environmental Superintendent
Arkansas City, KS

JCI is pleased to provide the following proposal to upgrade your Country Club lift station:

- JCI will remove existing pumps, control panel, guide rail system, discharge elbows and level controls
- we will install two new Flygt NP3085-4hp submersible pumps with new guide rails, brackets, discharge elbows and transducer level control system with back up floats
- we will install a new duplex control pane, NEMA 3R steel enclosure with NEMA starters and contacts for installation of your alarm system. Installation of alarm system not included unless it can simply be removed from existing panel and plugged into new panel.
- remove 4 valves from valve vault
- install 2 new plug valves and two wafer check valves. This includes any modifications to existing piping to make new valves fit.
- JCI will pig off influent flow to wet well.
- City will be required to provide vac truck and operator to vac and clean out wet well on the first morning of this project. By the end of the first day all in well work will be completed so the pipe pigs can be removed and the well can be used for retention. The city will need to vac out well and manhole if needed to prevent back ups. Pumps should be functional by the end of day two at which point the vac truck will no longer be needed.

Price- \$74,430.00

Let me know if you have any questions.

- *estimated lead time 10-12 weeks
- *sales tax included if applicable
- *installation included except where noted
- *start up and training included
- *freight included



Please let us know if you have questions.

Sincerely,

Doug Allen

Doug Allen
Account Manager

Cell 316-213-2954



STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES)

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment (collectively the "Equipment") and related or other services (collectively the "Services") referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be (the "Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer's purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer's assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. **Payment.** Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller's Documentation in U.S. Dollars. Unless Seller's Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller's Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller's reasonable costs (including attorneys' fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. **Security Interest.** To secure Buyer's obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. **Delivery/Inspection.** Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller's Documentation and is contingent upon Seller's prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller's Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller's Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller's facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. **Ownership of Materials.** All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the "Seller Materials"), and all related copyrights or other intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer's use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller's prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

6. **Changes.** If there is a material change in the scope, duration, requirements, assumptions or dependencies described in the Seller's Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. **Limited Warranty.**

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free



from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment Warranty Period"),

Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any correction or re-performance made by Seller. Services corrected or re-performed during the

Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN SECTION 10 BELOW, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION 7 ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive warranty provided in this Section 7 shall not be deemed to have failed its essential purpose so long as Seller is willing and able to carry out the terms of this exclusive warranty.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY



OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything is decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed, cancelled or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.

NP 3085 SH 3~ Adaptive 256

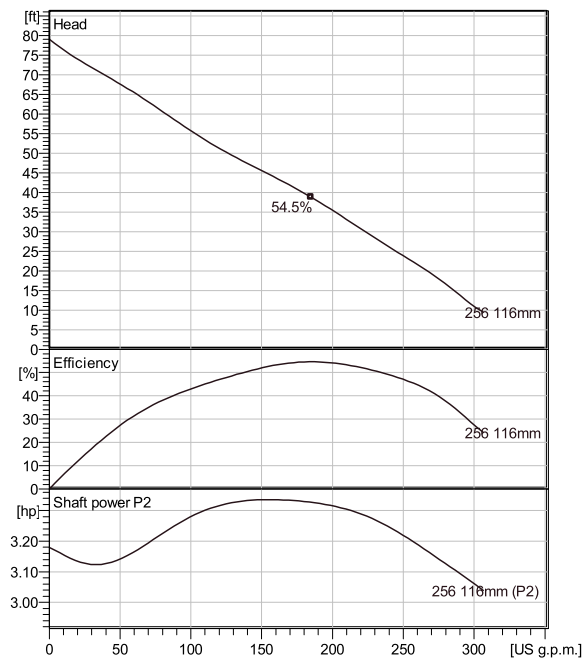
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number N3085.060 15-09-2AL-W 4hp	Installation type P - Semi permanent, Wet
Impeller diameter 116 mm	Discharge diameter 3 inch

Pump information

Impeller diameter 116 mm
Discharge diameter 3 inch
Inlet diameter 80 mm
Maximum operating speed 3415 rpm
Number of blades 2
Max. fluid temperature 40 °C

Material

Impeller Hard-Iron™
Stator housing material Grey cast iron

Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024

NP 3085 SH 3~ Adaptive 256

Technical specification



Motor - General

Motor number N3085.060 15-09-2AL-W 4hp	Phases 3~	Rated speed 3415 rpm	Rated power 4 hp
ATEX approved No	Number of poles 2	Rated current 11 A	Stator variant 27
Frequency 60 Hz	Rated voltage 208 V	Insulation class H	Type of Duty S1
Version code 060			

Motor - Technical

Power factor - 1/1 Load 0.93	Motor efficiency - 1/1 Load 80.5 %	Total moment of inertia 0.152 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.91	Motor efficiency - 3/4 Load 82.5 %	Starting current, direct starting 65 A	
Power factor - 1/2 Load 0.86	Motor efficiency - 1/2 Load 82.3 %	Starting current, star-delta 21.7 A	

Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024

NP 3085 SH 3~ Adaptive 256

Performance curve

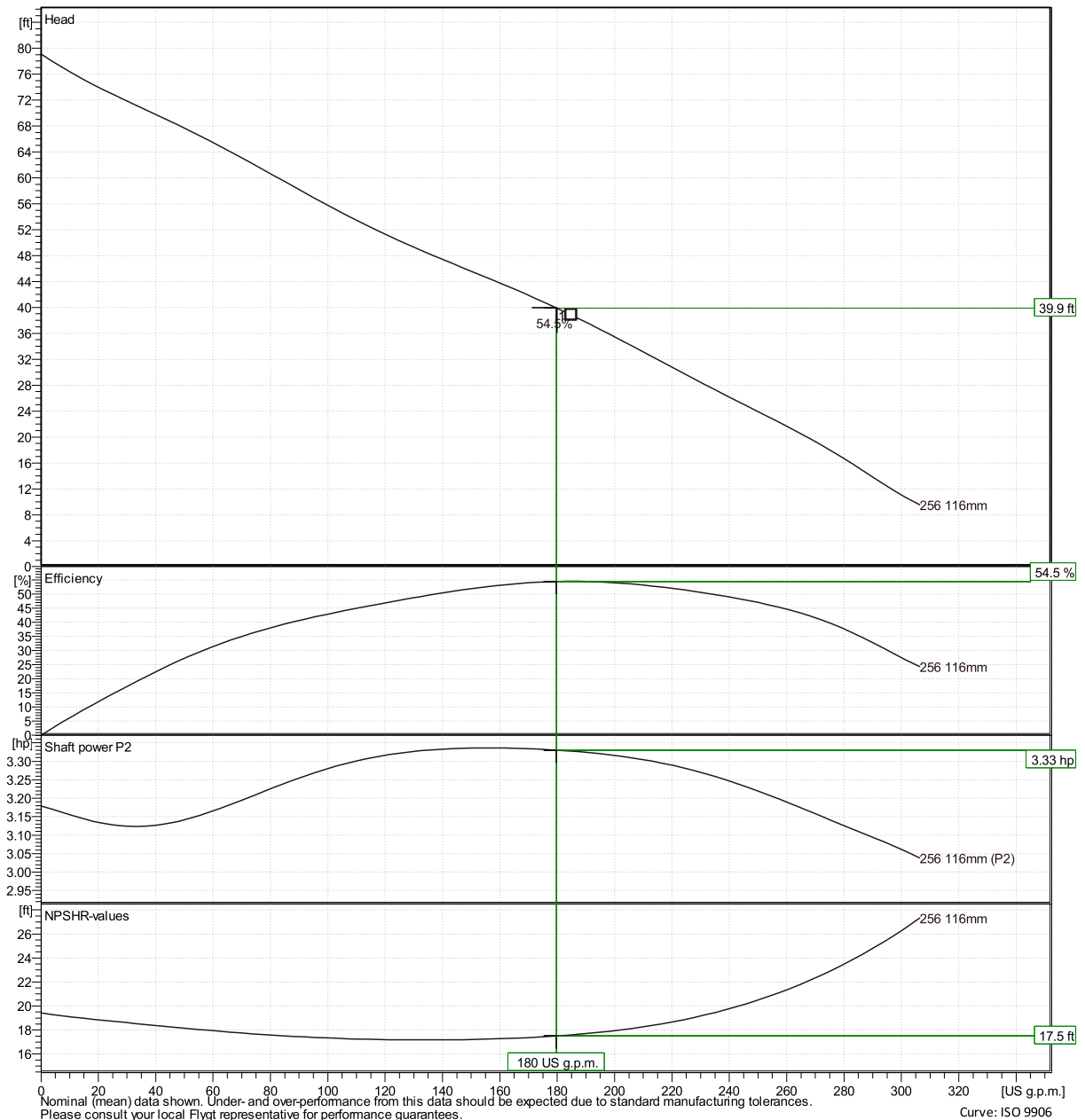


Duty point

Flow
180 US g.p.m.

Head
39.9 ft

Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

Xylect-21731871

Andrew Voth

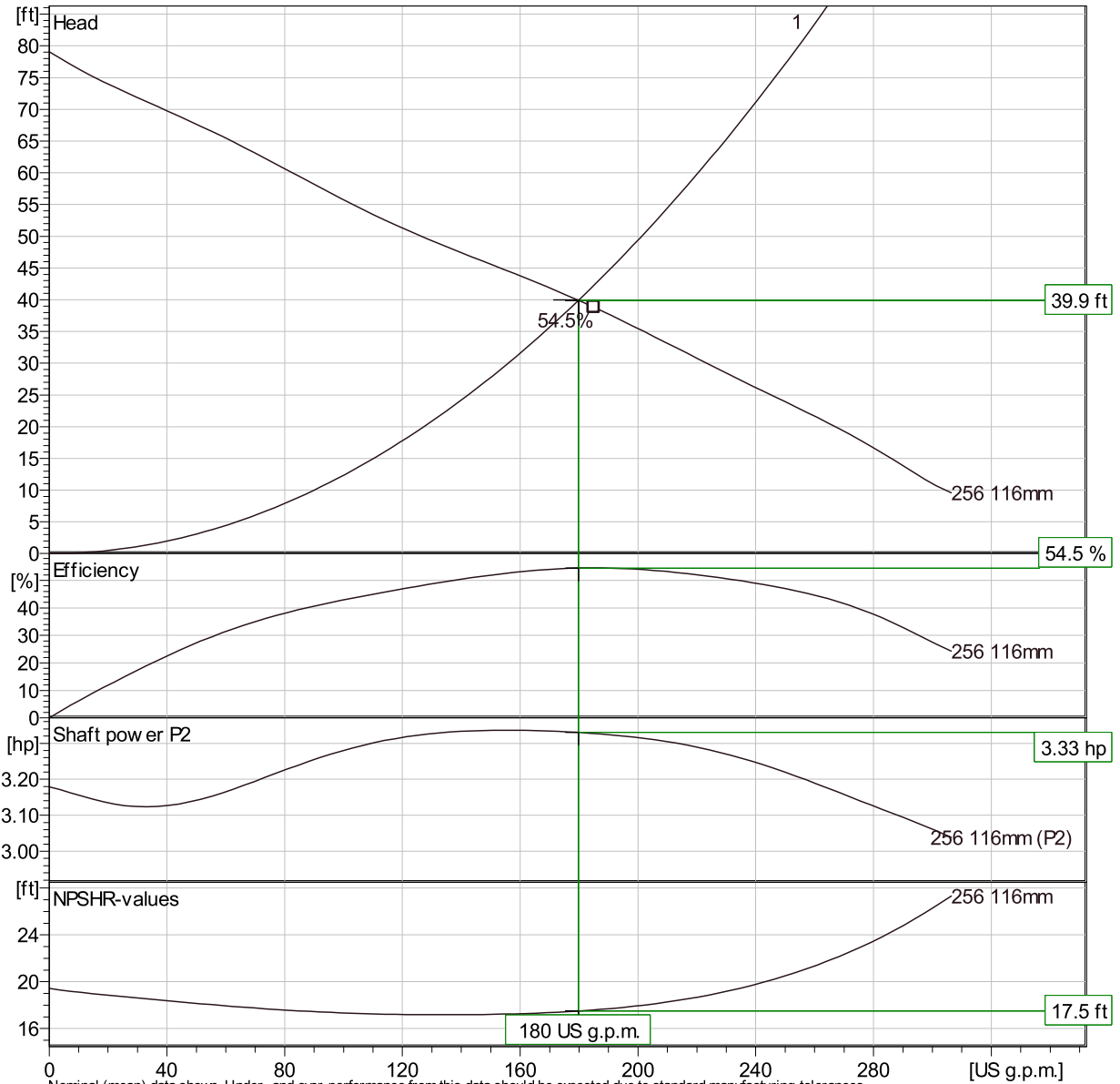
Created on 1/22/2024 Last update 1/22/2024

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Duty Analysis



Curves according to: Water, pure [100%]; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr.eff.	Spec. Energy kWh/US MG	NPSHre ft
1	180	39.9	3.33	180	39.9	3.33	54.5 %	281	17.5

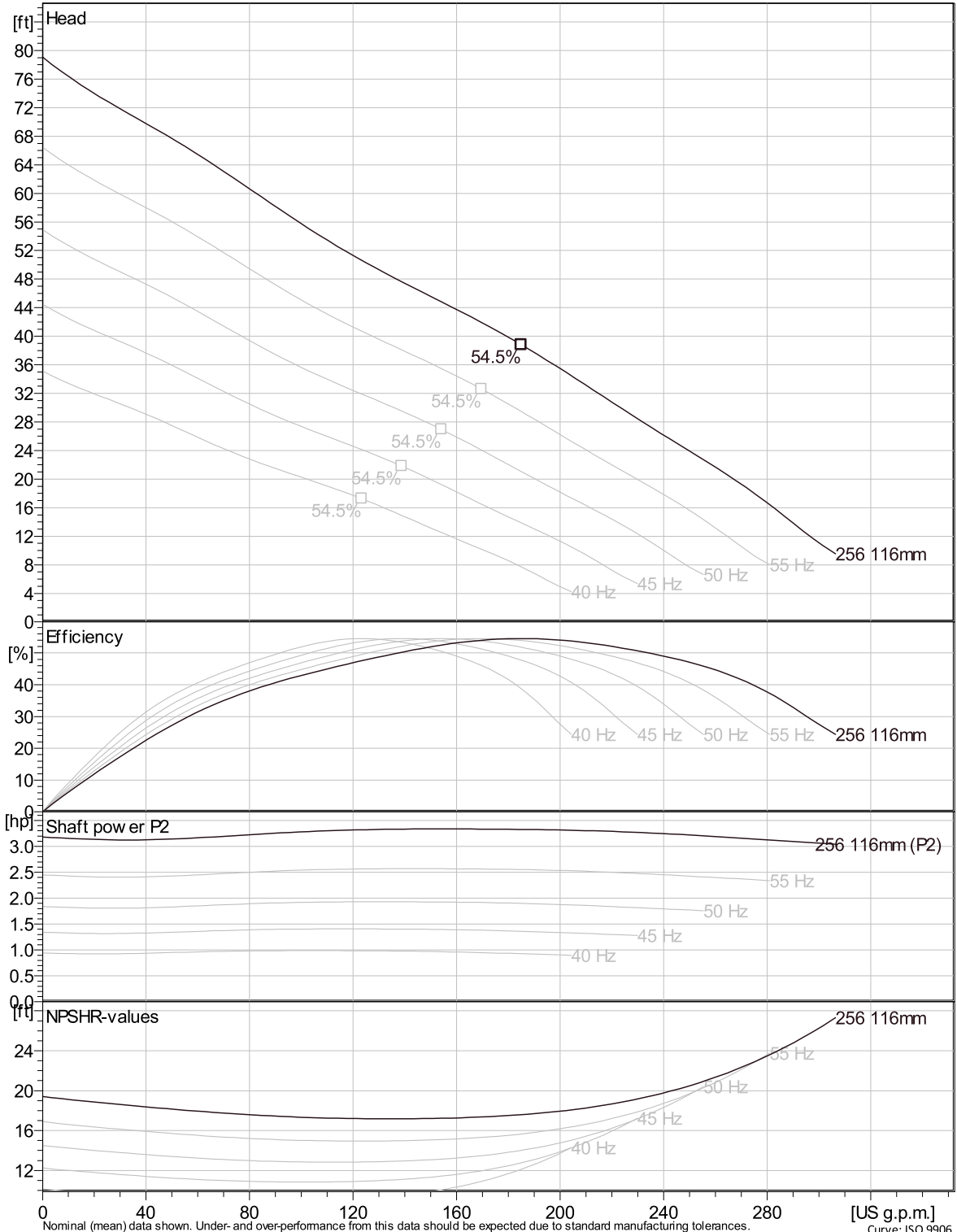
Project		Created by	Andrew Voth
Block	Xylect-21731871	Created on	1/22/2024
		Last update	1/22/2024

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VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s

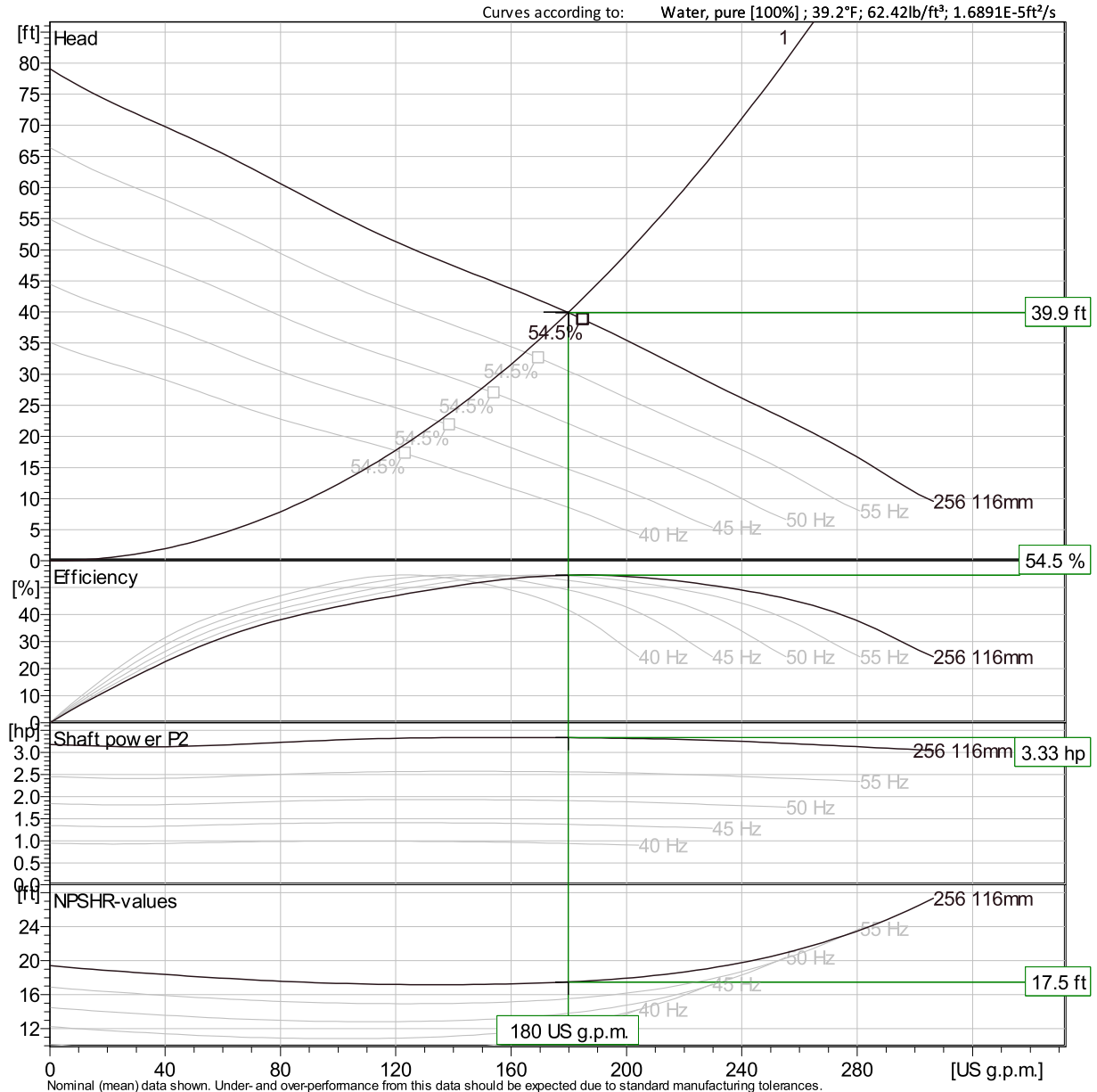


Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024

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VFD Analysis



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

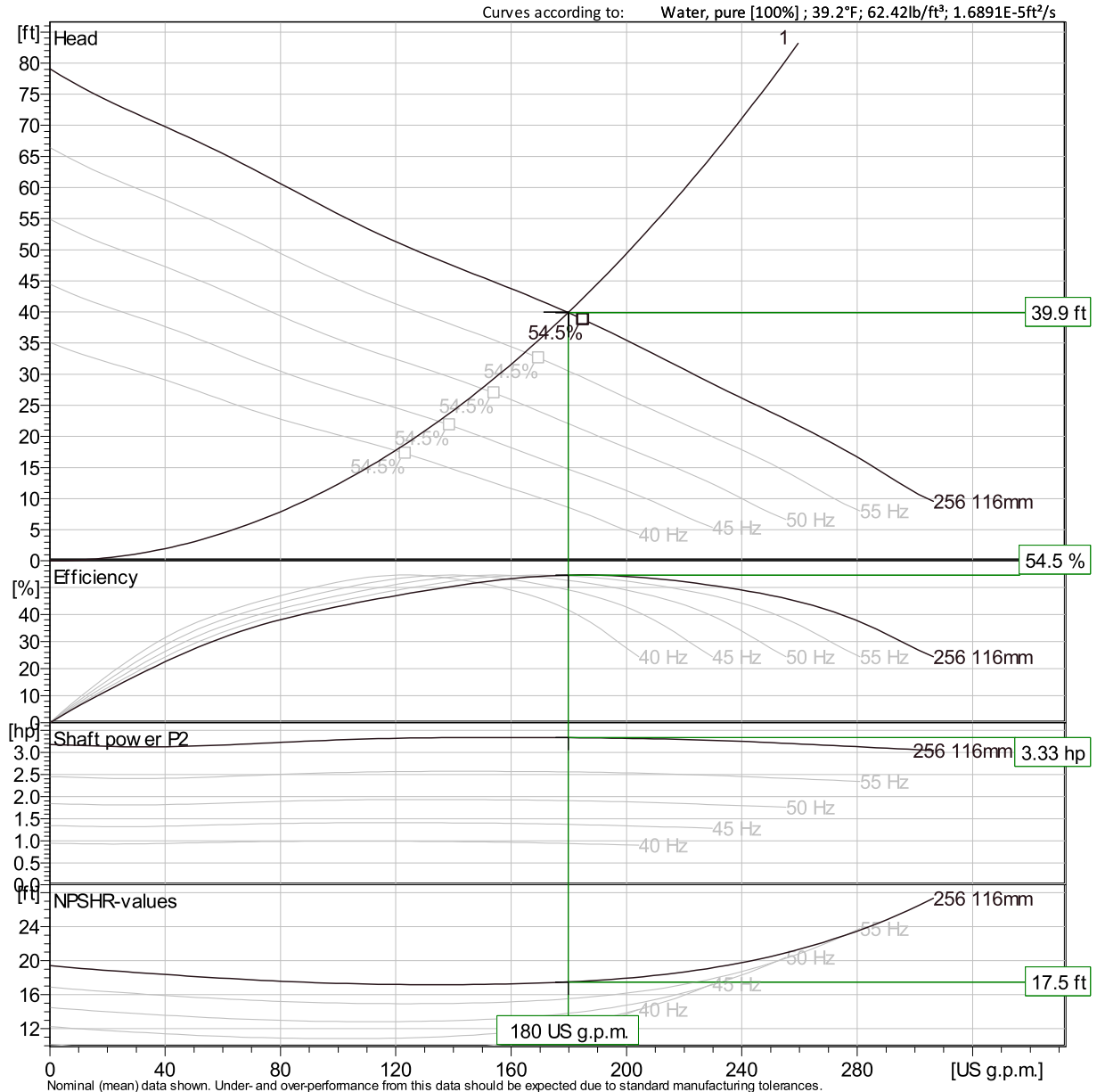
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	60 Hz	180	39.9	3.33	180	39.9	3.33	54.5 %	281	17.5
1	55 Hz	165	33.5	2.57	165	33.5	2.57	54.5 %	234	15.2
1	50 Hz	150	27.7	1.93	150	27.7	1.93	54.5 %	195	13.1
1	45 Hz	135	22.4	1.4	135	22.4	1.4	54.5 %	162	11

Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024

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VFD Analysis



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

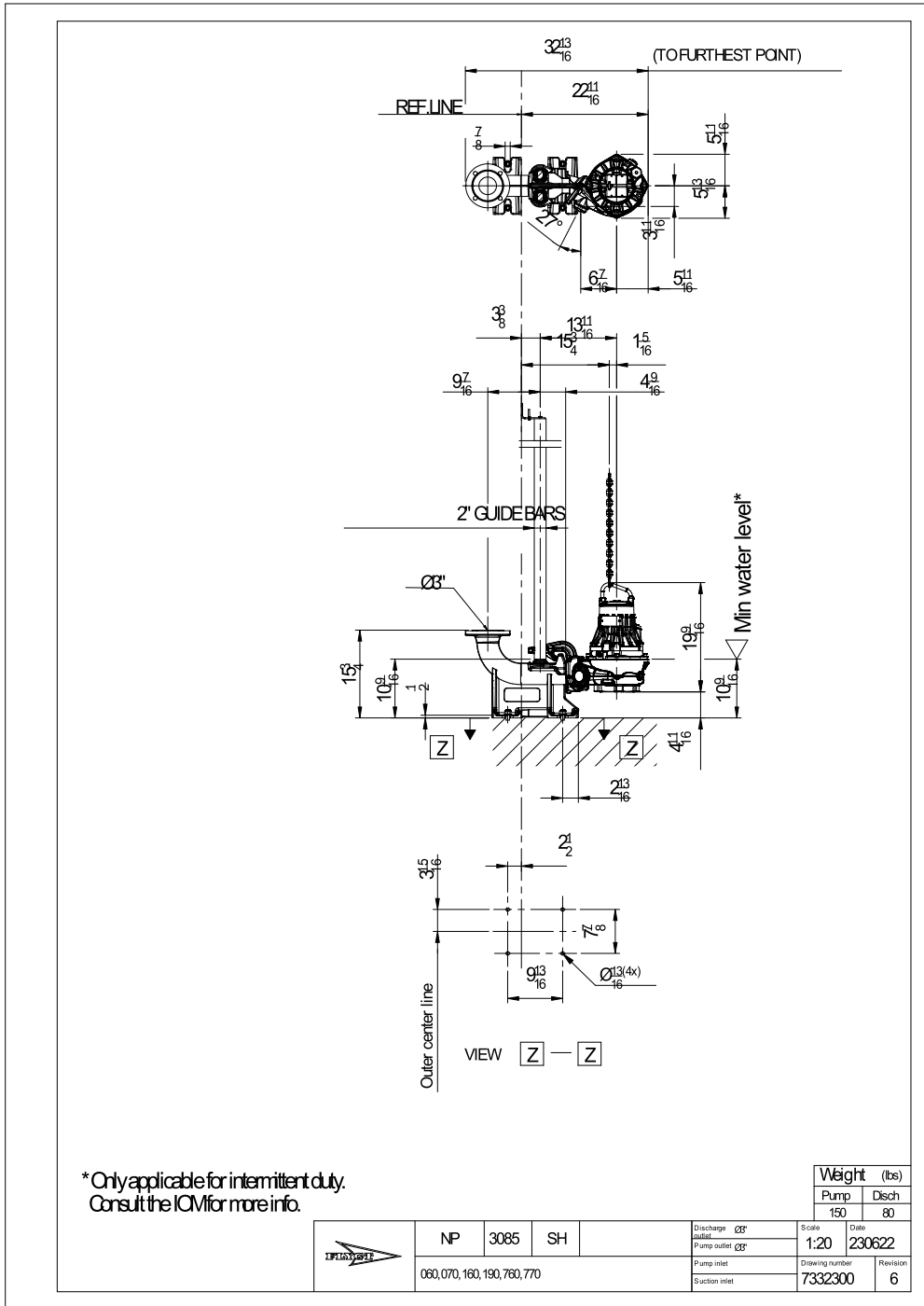
Operating Characteristics

Pumps / Systems	Frequency	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr. eff.	Specific energy kWh/US MG	NPSHre ft
1	40 Hz	120	17.7	0.987	120	17.7	0.987	54.5 %	135	9.15

Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024

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Dimensional drawing



Project	Xylect-21731871	Created by	Andrew Voth
Block		Created on	1/22/2024
		Last update	1/22/2024



City Commission Agenda Item

Meeting Date: May 7, 2024
From: City Attorney Larry Schwartz
Item: Executive Session – Attorney Consultation

Purpose: Recess into executive session regarding tax abatement payments to Diversified Acquisitions, LLC, pursuant to K.S.A. 75-4319(b)(2), for consultation with attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.

Background:

Requesting to recess into executive session to discuss tax abatement payments to Diversified Acquisitions, LLC. A complete copy of K.S.A. 75-4319 is enclosed.

State Reference K.S.A. 75 -4319(b)(1) defined:

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

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

Commission Options:

- 1. Make a motion to recess into executive session, establishing a time to resume the open meeting.

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

Motion: "I move that the governing body recess into executive session, regarding tax abatement payments to Diversified Acquisitions, LLC, pursuant to K.S.A. 75-4319(b)(2), for consultation with attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. For _____ minutes. The open meeting will resume in the commission chambers at ____ : ____ p.m." (Voice Vote)

Approved for Agenda by:

Randy Frazer, City Manager